



CITY COUNCIL AGENDA

March 23, 2021

Agenda Item:

RESOLUTION #2021-205 A RESOLUTION TO AMEND THE 2019 OWNER REPRESENTATIVE AGREEMENT BETWEEN THE CITY OF OLIVETTE AND NAVIGATE BUILDING SOLUTIONS BY EXPANDING THE SCOPE OF SERVICES TO INCLUDE PRE-CONSTRUCTION, CONSTRUCTION AND POST-CONSTRUCTION SERVICE FOR THE PORTION OF THE CENTENNIAL GREENWAY WITHIN WARSON PARK AT A SUM NOT TO EXCEED \$122,133.

Description:

The Council is asked to approve a resolution expanding the Scope of Services for Owner Representative services as identified in the Service Contract approved in January 2019 as [Resolution 2019-166](#).

On December 15, the Council approved [Ordinance 2715](#), which authorized a Cooperative Agreement between the City and Great Rivers Greenway for design and construction of the Centennial Greenway within Warson Park. That agreement called for the hiring of a Construction Manager to over pre-construction, construction, and post-construction work. This agreement calls for GRG to reimburse the City for the costs associated with this work.

As Navigate Building Solutions is currently providing these services (and more) for the Parks and Community Center Projects and it is sensible to expand their existing agreement to include these services for the Greenway.

Attachment to the resolution is the proposed contract amendment.

Recommended Action:

RESOLUTION #2021-205 A RESOLUTION TO AMEND THE 2019 OWNER REPRESENTATIVE AGREEMENT BETWEEN THE CITY OF OLIVETTE AND NAVIGATE BUILDING SOLUTIONS BY EXPANDING THE SCOPE OF SERVICES TO INCLUDE PRE-CONSTRUCTION, CONSTRUCTION AND POST-CONSTRUCTION SERVICE FOR THE PORTION OF THE CENTENNIAL GREENWAY WITHIN WARSON PARK AT A SUM NOT TO EXCEED \$122,133.

Attachments:

Resolution #2021-205 with Exhibit

Submitted by:

**Barbara Sondag
City Manager**

RESOLUTION #2021-205

A RESOLUTION TO AMEND THE 2019 OWNER REPRESENTATIVE AGREEMENT BETWEEN THE CITY OF OLIVETTE AND NAVIGATE BUILDING SOLUTIONS BY EXPANDING THE SCOPE OF SERVICES TO INCLUDE PRE-CONSTRUCTION, CONSTRUCTION AND POST-CONSTRUCTION SERVICE FOR THE PORTION OF THE CENTENNIAL GREENWAY WITHIN WARSON PARK AT A SUM NOT TO EXCEED \$122,133.

WHEREAS, on February 2019 the Olivette City Council approved [Resolution 2019-166](#) entering into a contract with Navigate for Owner Representative services; and

WHEREAS, on December 15, 2020 the Olivette City Council approved [Ordinance 2715](#), entering into a Cooperative Agreement with the Great Rivers Greenway (GRG) for Design, Construction and Maintenance for a portion of the Centennial Greenway running through Warson Park; and

WHEREAS, the Cooperative Agreement calls for Construction Management Services for which GRG will reimburse the City of Olivette; and

WHEREAS, Navigate has presented a contract amendment that outlines the scope of work and associate costs;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OLIVETTE, AS FOLLOWS:

That the City Council approves the Amendment to the 2019 Owner Representative Agreement which expands the scope of service and outlines the associated costs.

This Resolution passed and approved this 23rd day of March 2021.

Ruth Springer, Mayor

ATTEST:

Denise Mandle Acting City Clerk

CONTRACT AMENDMENT



February 25, 2021

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

RE: ADDITIONAL SERVICES: ADDENDUM #1

Professional Services Agreement between Owner of Olivette, Missouri and NAVIGATE Building Solutions, LLC dated February 8, 2019.

Dear Ms. Sondag:

NAVIGATE is proud to be a member of your project management team on the implementation of the Olivette Parks Master Plan and development of the new Community Center.

Per the Great Rivers Greenway cooperation agreement for the design, construction, operation and maintenance of the Centennial Greenway, the City has engaged NAVIGATE Building Solutions, LLC as the Construction Manager for the construction of the Greenway in addition to the City's other construction improvements in Warson Park.

ADDITIONAL SERVICES

Preconstruction Services, Construction and Post Construction Services for construction of Centennial Greenway at Warson Park. The Preconstruction Services duration is anticipated from January 2021 through July 2021. Construction Services will begin July 2021 and Post Construction Services will immediately follow Construction. The detailed scope of services is attached to this agreement as Exhibit A.

COMPENSATION

NAVIGATE shall be paid a lump sum fixed fee of One Hundred Twenty Two Thousand, One Hundred Thirty Three Dollars (\$122,133).

Fee for Preconstruction: NAVIGATE shall be paid a lump sum fixed fee of three thousand eight hundred and fifty dollars (\$3,850) per month for the duration of 7 months through Preconstruction activities.

Fee for Construction and Post-Construction Services: NAVIGATE shall be paid a lump sum fixed fee of thirteen thousand five hundred and ninety-seven dollars (\$13,597) per month when construction phase overlaps with the construction phase of the Community Center. Construction activities for the Greenway are anticipated to occur over the course of 7 months of the 16 month Community Center schedule.



MUTUAL AGREEMENT

Both parties mutually agree to the terms and conditions set forth in this Additional Services – Addendum #1.

A handwritten signature in blue ink, appearing to read 'Todd A. Sweeney', is written over a horizontal line.

Todd A. Sweeney, P.E., LEED AP
Member
NAVIGATE Building Solutions, LLC

A solid horizontal line intended for a signature.

Ms. Barbara Sondag
City Administrator
Owner of Olivette, Missouri

Attachments:

- Exhibit A – Scope of Work
- Exhibit C1 – Construction Management Compensation dated 12/1/20

EXHIBIT A

SCOPE OF WORK

Section 1. Preconstruction Phase

1. The Construction Manager shall review the project documents furnished by the Owner to ascertain the requirements of the project and shall arrive at a mutual understanding of such requirements with the Owner and the Design Team.
2. The Construction Manger shall provide a preliminary evaluation of the Owner's scope, schedule and construction budget requirements, each in terms of the other.
3. Based on the project design documents and other design criteria prepared by the Design Team at relevant stages of the project, the Construction Manager shall provide estimates of construction cost for project requirements using area, volume or similar conceptual estimating techniques and include appropriate risk-based contingency and budget reserve recommendations. Based upon the stage of project design development at the time of this Pre-Construction Phase CONSTRUCTION MANAGER services agreement, at a minimum, estimates of construction cost shall be provided at the following project stages:
 - a. 60% (Site-Control) Design
 - b. 95% (Pre-Final) Design

The Construction Manager shall advise the Owner and Design Team if it appears that the construction cost may exceed the Owner's latest approved project budget and make recommendations for corrective action. The Construction Manager shall also provide cost evaluations of alternative materials, methods, and systems which may result in cost savings.

4. The Construction Manager shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of project delivery. The Construction Manager shall provide recommendations on feasibility of construction, availability of materials and labor, time requirements for procurement, installation and construction and factors related to construction costs including, but not limited to, costs of alternative designs or materials, project budget, and possible economics.
5. The Construction Manager shall routinely review and provide recommended updates to the Owner's Project Schedule as shown in the Owner's Project Control System. The Construction Manager shall obtain the Design Team's approval for portions of the Project Schedule relating to the performance of the Design Team's services. In the Project Schedule, the Construction Manager shall coordinate and

integrate the Construction Manager's services, the Design Team's services, and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long-lead time items. Project Schedule updates provided by the Construction Manager shall conform to the following requirements:

- a. Be in the form of an electronic schedule file provided in Microsoft Office 2007 (or newer) compatible, Extensible Markup Language (XML) format
 - b. Identification of the work tasks and milestones involved by name and an associated unique integer; the sequence of proposed work tasks; scheduled dates at which the work tasks will start and finish (or the duration of the work tasks); the dependencies between the work tasks; and a baseline representing the entire schedule (note: files provided to the Owner shall not include assigned resources)
 - c. Be provided no less than monthly (unless otherwise authorized in writing by the Owner)
 - d. Work tasks shall maintain the same unique integer identification as the initial schedule unless the work task is new
 - e. Specifically identify, via color and/or highlighting:
 - i. delayed work tasks from the baseline
 - ii. changes to dependencies in the work tasks from the most recent prior updated schedule
 - iii. work tasks which have identified potential changes to future final completion costs or dates
 - f. Have actual completion dates and percentages of completion recorded in the appropriate, representative "Actual Start", "Actual Finish", and "% Complete" data fields for the relevant work tasks
6. The Construction Manager shall consult with the Owner and the Design Team regarding the designs and construction documents and make recommendations whenever design details adversely affect constructability, quality, cost, or schedules.
7. The Construction Manager shall provide recommendations and information to the Owner and Design Team regarding the assignment of responsibilities for temporary project facilities, equipment, materials, and services for common use of the Contractors. The Construction Manager shall verify that such requirements, assignment of responsibilities, and basis of payment are included in the proposed contract documents and the Owner's project budget.
8. The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.
9. The Construction Manager shall advise on the division of the project into individual contracts for various categories of work, including the method to be used for selecting contractors and awarding contracts and alternate bids. If

multiple contracts are to be awarded, the Construction Manager shall review the construction documents and make recommendations as required to provide assurance: (1) the work of all contractors (including agents external to the Owner, such as private utilities) is coordinated, (2) all requirements for the project have been assigned to the appropriate contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

10. The Construction Manager shall prepare and provide an estimated project construction schedule, meeting the requirements of Section 5 of the Pre-Construction Phase Scope of Services, providing for the components of the work, including phasing of construction, times of commencement and completion required of each contractor, ordering and delivery of products requiring long lead time, and the occupancy requirements of the Owner. The Construction Manager shall provide their current estimated project construction schedule for each set of bidding documents.
11. The Construction Manager shall select, scope, and procure on behalf of Olivette: construction surveyors, specialty consultants, and materials sampling/testing/special-inspection firms and laboratories, which are necessary to assure construction compliance with the Construction Contract Documents. The Construction Manager will endeavor to comply with the Olivette's Diversity, Equity, & Inclusion (DEI) objectives in the selection and use of firms. Prior to Olivette contracting with any firm for these services (assuming they are not already contracted), the Construction Manager will propose the firm's proposed scope, team, rates, hours, and fees for these services to the Owner and will obtain the Owner's approval of the proposed firms and subcontracts.
12. The Construction Manager shall provide an analysis of the types and quantities of materials and labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of materials and labor shortages.
13. The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs for inclusion in the contract documents.
14. Following the Owner's approval of the Construction Documents, the Construction Manager shall update and submit the latest estimate of construction cost and the project construction schedule for the Design Team's review and the Owner's approval prior to bidding.

The Construction Manager shall develop bidders' interest in the project and establish bidding schedules. The Construction Manager, with the assistance of the Design Team, shall prepare final bidding and contract documents to bidders,

conduct pre-bid conferences with prospective bidders, prepare responses to questions from bidders, and issue addenda to clarify the bidding and bid packages. The Construction Manager shall be responsible for uploading and administering the bid packages and bidding process using the Owner's online bidding site (known as "Bid Express")

15. The Construction Manager shall receive bids, prepare bid tabulations and analyses, prepare and perform post bid interviews, and make recommendations to the Owner for the Owner's award of contracts or rejection of bids.
16. The Construction Manager shall assist the Owner in preparing construction contracts and advise the Owner on the acceptability of subcontractors and material suppliers proposed by contractors.
17. The Construction Manager shall obtain various regulatory or special permits (such as grading permits, building permits, etc.) on behalf of the Owner for permanent improvements, except for permits required to be obtained directly by the various contractors, in which case the Construction Manager shall verify the acquisition of applicable permits by the various contractors. The Construction Manager shall facilitate the Owner's payment of applicable permit fees and assessments and verify the receipt of such payments by the respective permitting agency. The Construction Manager shall assist the Owner and the Design Team in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the project.

Section 2. Construction Phase

1. The construction phase will commence with the award of the initial construction contract and, together with the Construction Manager's obligation to provide basic services under this agreement, will end 30 days after final payment to all contractors is paid.
2. The Construction Manager shall provide administration of the contracts for construction, in cooperation with the Design Team, as set forth below and in accordance with the General Conditions of the Project's Construction Contract Documents.
3. The Construction Manager shall provide administrative, management, and related services to coordinate scheduled activities and responsibilities of the contractors with each other and with those of the Construction Manager, the Owner and the Design Team to endeavor to manage the project in accordance with the Owner's approved project budget, the project schedule, and the Construction Contract Documents.
4. Upon full execution of the Construction Contract Documents, the Construction Manager shall schedule and conduct a pre-construction meeting. The Construction Manager shall notify the contractor that a detailed construction schedule meeting the requirements of the Construction Contract Documents must be provided by the time of the pre-construction meeting. The pre-construction meeting is intended to assemble all parties where pertinent topics can be discussed in preparation for construction. The Construction Manager, in collaboration with the Design Team and the Owner, shall verify all participants are invited which will typically include, but not necessarily be limited to, the following:
 - a. Appropriate internal Owner staff from the Build, Promote, and Sustain groups.
 - b. The prime contractor(s) and their appropriate staff members, suppliers, and subcontractors selected by the contractor
 - c. The Design Team and applicable sub-consultants
 - d. The construction staking surveyor
 - e. Representatives from impacted utility agencies
 - f. Representatives from outside funding or permitting agencies (MoDOT, MSD, etc.)
 - g. Representatives from other impacted local government agencies as directed by the Owner (Counties, Cities, etc.)
 - h. Representatives from appropriate project stakeholders as directed by the Owner who may need to be involved or aware of the construction planning (Homeowners Associations, Neighborhood Groups, Businesses, or Business Associations, etc.)

The Construction Manager shall prepare an appropriate pre-construction meeting agenda and assure its distribution to participants prior to the meeting. Upon conclusion of the pre-construction meeting, the Construction Manager shall assure the resolution of various action items from the meeting and that the Owner is provided with the approved construction schedule meeting the requirements of Section 5 of the Pre-Construction Phase Scope of Services to be uploaded to the Owner's Project Controls System. Upon the Owner's approval, the Construction Manager shall issue the Notice to Proceed (NTP) to the contractor.

5. In consultation with the Owner, the Construction Manager shall coordinate the Contractor's (unless separately contracted by the Owner) placement of required public notice signs, changeable message boards, and/or other notices announcing the construction start and end times and traffic impacts at least 5 days prior to actual construction start.
6. The Construction Manager shall schedule and conduct a photo/video inventory with the contractor prior to construction start in order to document existing conditions on the site and provide a copy to the Owner as well as retain in the files.
7. The Construction Manager shall review and coordinate the Design Team's Storm Water Pollution Prevention Plan (SWPPP) with any SWPPP documents or details required from the contractor by the Construction Contract Documents and any project permits. The Construction Manager shall inspect and verify the contractor's compliance with the project's SWPPP, administer needed SWPPP adjustments or amendments, and specify and assure corrective actions are taken by the contractor.
8. The Construction Manager shall schedule and conduct meetings to discuss such matters as construction means and methods, progress, and scheduling. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Design Team, and contractors.
9. The Construction Manager shall assure construction schedules provided by the contractors comply with the Construction Contract Documents. The Construction Manager shall update the project construction schedule incorporating the activities of the contractors, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples and delivery of products requiring long lead-time and procurement. Updates provided to the Owner shall comply with the same schedule update requirements as identified in Section 5 of the Pre-Construction Phase Scope of Services. The project construction schedule shall include the Owner's use requirements showing portions of the project having use priority. The Construction Manager shall update and reissue the project construction schedule as required to show current conditions. If an update indicates that the previously approved project

construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and the Design Team.

10. Consistent with the various Construction Contract Documents, and utilizing information from the contractors, the Construction Manager shall coordinate the sequence of construction and assignment of space in areas where the contractors are performing work.
11. The Construction Manager shall endeavor to obtain satisfactory performance from each of the contractors. In accordance with the General Conditions, the Construction Manager shall recommend courses of action to the Owner when requirements of the Construction Contract Documents are not being fulfilled.
12. The Construction Manager shall monitor the approved project budget. The Construction Manager shall show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimates.
13. The Construction Manager shall develop cash flow reports and forecasts for the project and advise the Owner and Design Team as to variances between actual and planned or estimated costs.
14. The Construction Manager shall maintain accounting records on authorized work performed under quantities, unit costs, additional work performed on the basis of actual costs of labor and materials, force-account, and other work requiring accounting records.
15. The Construction Manager shall develop and implement procedures for the review and processing of Certificates for Payment by contractor(s) for progress and final payments, as well as any construction support services including but not limited to: construction surveyors, specialty consultants, and materials sampling/testing/special-inspection firms/laboratories.
16. The Construction Manager shall prepare an application for payment based on the contractor's Certificates for Payment.
17. The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's determinations at the site as provided in this document and on the data comprising the Construction Manager's knowledge, information, and belief, the work has progressed to the point indicated, represented quantities are stored or installed, and the quality of the work is in accordance with the Construction Contract Documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the contract documents correctable prior to completion and to specific

qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the contractor is entitled to payment in the amount certified.

18. The Construction Manager shall review the safety programs developed by each of the contractors for purposes of coordinating the safety programs with those of the other contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the contractors, subcontractors, agents or employees of the contractors or subcontractors or any other persons performing portions of the work and not directly employed by the Construction Manager.
19. The Construction Manager shall follow best-practices in Risk Management techniques, on the Owner's behalf, particularly as described by the Project Management Institute (PMI). These practices shall generally include:
 - a. Risk Identification - determining which risks are likely to affect the outcomes of the construction and documenting the characteristics of each.
 - b. Risk Analysis - evaluating risk impacts and their interactions, both quantitatively and qualitatively, among possible construction outcomes.
 - c. Risk Response Development - defining possible enhancement steps for opportunities and possible responses to threats.
 - d. Risk Control – routinely revisiting risk statuses, implementing responses, and adjusting to changes in risks over the course of the construction.

The Construction Manager shall continuously advise the Owner of potential risks as they arise and assist the Owner in the execution of Risk Management practices.

20. The Construction Manager shall determine in general that the work of each contractor is being performed in accordance with the requirements of the Construction Contract Documents, endeavoring to guard the owner against defects and deficiencies in the work. As appropriate, the Construction Manager may require additional inspection or testing of the work in accordance with the provisions of the Construction Contract Documents, whether or not such work is fabricated, installed, or completed. The Construction Manager, in consultation with the Owner and the Design Team may reject work which does not conform to the requirements of the Construction Contract Documents. Materials sampling, testing, and special inspections will be performed by the City's subcontracted Materials Testing Firm under the direction and oversight of the Construction Manager. Observations and construction assurance activities performed by the Construction Manager shall include, but not necessarily be limited to, the following:
 - a. The Construction Manager must be present to oversee critical components of the project construction. They shall observe and evaluate

it as long as the work is proceeding. This shall particularly apply to work that requires specified construction methods or procedures for quality assurance such as paving, retaining wall construction, installation/connection of piping, placing reinforcing steel, driving piles, installing equipment, etc.

- b. The Construction Manager will review all reports, notify the Owner and contractor of issues, and take appropriate action to protect the Owner. The Construction Manager must be present for all on-site testing and special inspections. Results immediately available which indicate failure shall be immediately relayed to the contractor to address the situation to the satisfaction of the Construction Manager.
 - c. The Construction Manager shall check and review delivered materials as soon after delivery as possible (within 24 hours for signage delivery) so as to avoid rejecting material after it has already been placed.
 - d. The Construction Manager shall promptly check preparatory work (such as the preparation of sub-grade or the setting of forms) to minimize delay to subsequent operations.
 - e. The Construction Manager shall inspect work as it progresses and not delay inspections until component work is complete.
 - f. The Construction Manager has the responsibility to be available, provide prompt inspection, and make a majority of field decisions, which do not substantially impact project delivery or performance, without the Owner and/or Design Team.
 - g. The Construction Manager shall avoid rushed or hasty decisions. The Construction Manager shall thoroughly investigate situations and their possible risks or consequences and report these to the Owner as appropriate.
 - h. The Construction Manager will maintain all records of inspection, special inspection, sampling, and testing results and supply these to the Owner as requested as well as in total at acceptance of the construction.
 - i. The Construction Manager shall not require the contractor to furnish more than required by the Construction Contract Documents.
21. The Construction Manager shall schedule and coordinate the sequence of construction in accordance with the Construction Contract Documents and the latest approved project construction schedule.
22. With respect to the contractor's own work, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the contractors, since these are solely the contractor's responsibility under the Construction Contract Documents. The Construction Manager shall transmit to the Design Team requests for interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions that may arise.

23. The Construction Manager shall review requests for changes (change requests), assist in negotiating contractor's proposals, submit recommendations to the Design Team and Owner, and, if they are accepted, prepare change orders and construction change directives which may incorporate the Design Team's modifications to the documents. The Construction Manager shall carefully track and monitor change requests and change orders and employ the following procedures in the management of changes to the Construction Contract Documents:

- a. Change requests are simply requests for a change to the contractual agreement between the Owner and the contractor. Change requests may be necessitated by field conditions, requests by the Owner, requests by the contractor, or other constraints. The Construction Manager shall review all change requests to determine if the proposed work should be considered fully or partially within the original contract agreement and relay their determination to the Owner. Change requests shall be processed by the Construction Manager according to the Construction Contract Documents and the Owner's procurement policies.
- b. Change requests shall be prepared by the Construction Manager on forms approved by the Owner and expeditiously submitted to the Owner. The Owner's Chief Executive Officer, or such staff as authorized by him/her, may approve change requests in the Owner's Project Controls System so as not to delay project progress, provided that a change order, representing approved change requests, which amends the respective contract is approved by the Chief Executive Officer within a reasonable amount of time.
- c. Change orders are formal amendments to the contract and shall represent the accumulation of approved single or multiple change requests. The Construction Manager shall prepare and process change orders for both pay and non-pay items. Non-pay items typically represent scope changes such as contract time extensions (note: these are different than construction schedule changes), shifting of locations, relocation of planned quantities, modification of design plans, etc. Change orders shall be prepared by the Construction Manager on forms approved by the Owner and any applicable funding agency forms (such as MoDOT).
- d. Price and time considerations for lump-sum changes must be negotiated with the contractor by the Construction Manager using relevant comparisons of means, methods, and costs. If an acceptable negotiation cannot be reached, the Construction Manager may choose to have the work completed by "Force-Account" (a time and material basis). The Construction Manager shall use negotiated rates and production estimates (these must also be verified by relevant comparisons) provided by the contractor and process an estimated change request for the total Force-Account work. The Construction Manager shall maintain detailed records, invoices, and other documentation to justify the total amount of the final

change order which shall be processed when the Force-Account work is completed.

- e. Except in the case of emergencies, the Construction Manager shall not allow the contractor to perform work related to a change request prior to approval of the change request.
- f. At no time shall the Construction Manager allow the cumulative amount of approved change requests and change orders to exceed the available contingency budget amount provided to the Construction Manager by the Owner.

24. The Construction Manager shall administer retainage on contractor payments according to Missouri Revised Statutes Section 34.057 using the following standards and as allowed by state law:

- a. Retainage is required on all projects and subtracted from each progress payment. The Owner will retain five percent (5%) of the amount of each progress payment, until final completion and acceptance of all construction.
- b. The Construction Manager shall recommend release of retainage held only when the following conditions have been met or, in the Construction Manager's opinion, the following conditions are likely to be met:
 - i. No liquidated damages are applicable
 - ii. There has been satisfactory progression of the work and general compliance with the construction schedule
 - iii. Defective construction work or material has been remedied
 - iv. Disputed work has been resolved
 - v. There are no failures to comply with any material provision of the contract
 - vi. There are no third party claims filed or reasonable evidence that a claim will be filed
 - vii. There are no failures or indications of failures of the contractor to make timely payments for labor, equipment, or materials
 - viii. There are no damages to a subcontractor or material supplier
 - ix. There is full compliance with the contract wage rate provisions
 - x. There are no citations from permitting and/or enforcing authorities for acts of the contractor or subcontractor not complying with any material provisions of the contract which result in a violation of any federal, state, or local law regulation or ordinance applicable to the project causing additional costs or damages to the Owner

25. The Construction Manager, with assistance from the Design Team and Owner, shall review, evaluate, document, and recommend courses of action to the Owner in the event of any claims during construction.

26. The Construction Manager shall receive certificates of insurance from the contractors, verify their completeness (proper business names, coverage types

and amounts, additional insureds, etc.), maintain appropriate files, and forward them to the Owner and send a copy to the Design Team.

27. In collaboration with the Design Team, the Construction Manager shall establish and implement procedures for expediting the processing and approval of shop drawings, mix designs, product data, samples, and other submittals. The Construction Manager shall review all shop drawings, product data, samples, and other submittals from the contractors and transmit these submittals with information contained in related documents to the Design Team for final reviews, revisions, and/or approvals. The Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the Owner or contractors.
28. The Construction Manager shall verify the responsibilities for various construction survey staking needs and recommend appropriate Owner project budget to meet the needs. In order to facilitate independent utility relocations, stage construction, or other reasons, it may be necessary for the Construction Manager to have portions of the project pre-staked prior to any of the contractor's staking, or even prior to bidding the project. Pre-staking may be completed in a variety of ways that shall be coordinated with the Owner; however, the Construction Manager shall be responsible for coordinating the completion of any pre-staking. The Construction Manager shall also be responsible for ascertaining the planned start and duration of construction staking and monitoring its completion. When complete, the Construction Manager shall obtain and review appropriate cut-sheets and point files from the staking surveyor (note: the performance and accuracy of all staking remains the responsibility of the surveyor).
29. The Construction Manager shall record the progress of the project and maintain a daily log of all construction activity and inspections. At a minimum, log entries shall include the following:
 - a. A recording of the day's activities
 - b. A recording of weather conditions
 - c. Work accomplished by the contractors
 - d. The number and classes/trades of workers
 - e. The number and type of equipment used
 - f. Any problems encountered
 - g. Instructions or judgments given to the contractors
 - h. Decisions or agreements made with the contractors

The Construction Manager shall submit weekly (unless otherwise authorized in writing by the Owner) written progress reports to the Owner and Design Team including summaries of the daily log information, identified risks to the Owner, percentages of completion, and other similar relevant data as the Owner may require.

30. The Construction Manager shall maintain at the project site for the Owner one record copy of all contracts, drawings, specifications, addenda, change requests, change orders and other modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved shop drawings, product data, samples, mock-ups, and similar required submittals. The Construction Manager shall maintain records in duplicate, of principal structural layout lines, cut sheets, elevations of the bottom of footings, top of foundations, low chords, floor/deck levels, and key site elevations certified by the Owner's qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Design Team and upon completion of the project shall deliver them to the Owner.
31. The Construction Manager shall verify the contractor's delivery, storage, protection, and security of Owner-purchased materials, systems and equipment that are a part of the project until such items are incorporated into the project.
32. The Construction Manager shall be responsible for reviewing the contractor's compliance with Labor Wage Rates, Disadvantaged Business Enterprise (DBE), and Equity goals set by the Construction Contract Documents. The Construction Manager shall conduct periodic Labor Wage Rate interviews of contractors' workers to ascertain duties and pay rates for comparison with those rates required by the Construction Contract Documents. In addition, certified payrolls shall be collected from the contractors and generally reviewed for compliance by the Construction Manager using appropriate sampling. The Construction Manager shall also conduct periodic interviews of any DBE subcontractors and/or workers on-site to confirm compliance with Commercially Useful Function (CUF), Equity, or other requirements set forth by the Construction Contract Documents. Any discrepancies shall be reported to the Owner by the Construction Manager along with a recommended course of action.
33. Working with the Design Team and the Owner (or the Owner's Partners), the Construction Manager will create a report documenting the sustainable features of the project and its impact on sustainability efforts by the Owner.
34. With the Design Team and the Owner's (or the Owner's Partner's) maintenance personnel, the Construction Manager shall observe the contractor's final testing and start-up of utilities, operational systems, and equipment.
35. When the Construction Manager considers each contractor's work or a designated portion thereof substantial complete, the Construction Manager shall, jointly with the contractor prepare for the Design Team a list of incomplete or unsatisfactory items and a schedule for their completion; i.e., the "punchlist". The Construction Manager shall assist the Design Team in conducting inspections to determine whether the work or designate portion thereof is substantially complete.

36. The Construction Manager shall coordinate the correction and completion of the work. Following issuance of a Certificate of Substantial Completion of the Work (issued by Design Team) or a designated portion thereof, the Construction Manager shall evaluate the completion of the work of the contractors and make recommendations to the Design Team when work is ready for final inspection. The Construction Manager shall assist the Design Team in conducting final inspections.
37. The Construction Manager shall assist with closeout of the project in accordance with GRG's Project Controls Manual. This includes securing and transmitting to GRG and the Design Team various documentation required by the Construction Contract Documents which includes, but may not be limited to, the following:
- a. Record "as-built" drawings
 - b. Operational warranties and manuals
 - c. Maintenance stocks
 - d. Final wage rate certifications
 - e. Affirmative action certifications
 - f. DBE participation certifications (if applicable)
 - g. Union associated certifications (if applicable)
 - h. Security certifications (along with copies of any keys and keying schedule)
 - i. Sub-contractor's verifications of payments (lien waivers)
 - j. Material and equipment supplier's verifications of payments (lien waivers)
 - k. Affidavits of claim settlements

The Construction Manager shall forward to the Design Team a final project application for payment along with a recommendation for the Owner to issue a Certificate of Acceptance, upon compliance with the requirements of the contract documents.

38. Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Construction Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Design Team, and Contractors. Consent shall not be unreasonably withheld.

Exhibit C-1

NAVIGATE / GRG Construction Management Services - REVISED

12/1/2020

Great Rivers Greenway					
Olivette - Warson Park					
Preconstruction Services	6.5 Months - 1/1/21 - 7/14/21		Hours	2020/2021 Rates	Sub Total
Craig Schluter	Principal	4 hours a month	26	\$140.00	\$3,640
Katie Aholt	Senior Project Manager	20 hours a month	130	\$115.00	\$14,950
Construction Services	7 Months - 7/15/21 - 11/2022		Hours	2021/2022 Rates	Sub Total
Katie Aholt	Senior Project Manager	6 hours a month	32	\$117.30	\$3,754
Brian Kunz	Senior Project Manager	16 hours a week	485	\$117.30	\$56,886
Reimbursables/ Accounting/ Assistant					\$5,000
					\$84,229
Overhead / Home Office Expense / Profit Multiplier (FEE) = 1.45 Multiplier					\$37,903
Warson Park Total					\$122,133