



**WORK SESSION MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
DECEMBER 12, 2016
6:00 PM**

CALL TO ORDER

ROLL CALL

DISCUSSION ITEMS

1. Police Station Status and Planning

Summary: Staff and the City's Owner Representative, Todd Sweeney of Navigate Building Solutions, will present several items for discussion and direction, with the selection of the architect the next major focus of the project. Staff will also review the project schedule with the City Council.

2. Work Session Minutes Dated November 28, 2016

Pursuant to Section 610.022 RSMo., the City Council could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Posted: _____ posted 12/8/2016
Deborah Ryan, MPCC
City Clerk



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

SCHEDULED

Meeting: 12/12/16 06:00 PM
Department: City Administrator
Category: Report
Prepared By: Mark Perkins
Department Head: Carl Lumley

STAFF REPORT

Police Station Status and Planning

Staff and the City's Owner Representative, Todd Sweeney of Navigate Building Solutions, will present several items for discussion and direction, with the selection of the architect the next major focus of the project. Staff will also review the project schedule with the City Council.



CITY OF CREVE COEUR, MISSOURI NEW POLICE STATION

Progress Update

12/12/2016



AGENDA

1. Progress Recap

2. Schedule

3. Key Positions Discussion

4. Design Team Request for Qualifications (Questions and Answers)



PROGRESS RECAP

- **Successful Ballot Issue**
- **Evaluation of Contracting Approaches**
- **Establishment of Project Rolls and Responsibilities**
- **Development of Key Project “Positions”**
- **Development of Design Team RFQ**



SCHEDULE

- **Design Team Selection**

- Issue RFQ 12/13/16
- Responses Due 1/3/17
- Interviews 1/11/17
- Council Approval 1/23/17

Dec. '16 – Jan. '17

- **Design Development**

Feb. '17 – Aug. '17

- **Project Bidding**

Sep. '17 – Oct. '17

- **Construction**

Nov. '17 – Dec. '18

- **Move In**

Jan. '19



KEY PROJECT POSITION - Inclusion

Position 1 – The City promotes inclusion on the project and solicits MBE/WBE involvement.

Position 2 – The City establishes specific MBE/WBE Business Enterprise and/or Workforce participation goals.

Position 1 – Recommended by Administration



KEY PROJECT POSITION - Sustainability

Position 1 - The City promotes the importance of project sustainability with all design and construction vendors participating on the project. The city also considers a firm's sustainable experience when making selections.

Position 2 - The City requires the Design Team to identify cost neutral sustainability initiatives to be undertaken as part of this project. Furthermore, the Design Team would be required to document the results of these initiatives. The City would then generate a City-wide news release focusing on the sustainable accomplishments made as part of these projects.

Position 3 - The City requires that the new projects achieve USGBC LEED Certified building status.

Position 2 – Recommended by EEC Committee



KEY PROJECT POSITION - Labor

Position 1 – The City allows all citizens/vendors to compete on the project in accordance with the Missouri Prevailing Wage Requirements.

Position 2 – The City utilizes Missouri State Statute 34.216.1 to establish a Project Labor Agreement (PLA) which requires all vendors to be signatory to the Local Unions.

Position 1 – Recommended by Administration



DESIGN TEAM, Request for Qualifications

Questions and Answers





December 13, 2016

Subject: Request for Qualifications for Professional Design Services

Dear Potential Respondent:

Your firm is invited to submit statements of qualifications for the professional design services required to complete a new police station for the City of Creve Coeur, Missouri.

Proposers shall submit eight (8) hard copies and one (1) electronic copy of your qualifications. Submissions will be accepted until 12:00 noon January 3, 2016.

All questions and clarifications should be addressed in writing to Todd Sweeney, Owner Representative, todd@navigatebuildingsolutions.com by 12:00 noon, December 23, 2016.

Submittals shall be no more than forty (8.5" x 11") pages in total length (not including cover, table of contents, or section dividers). Double sided content counts as 2 pages. All pages must be sequentially numbered within each section. An identifiable tab sheet must precede each submission section. Include a detailed index for easy reference.

Statements of Qualifications will be accepted at:

Professional Design Services Qualifications
C/O Mark Perkins, City Administrator
City of Creve Coeur, Missouri
300 N New Ballas Road
Creve Coeur, MO 63141

Please review the attached for details regarding the City's expectations for qualifications. Thank you in advance for your interest in working with the City of Creve Coeur.

Sincerely,

Mark Perkins, City Administrator

City of Creve Coeur, Missouri
Request for Qualifications – Professional Design Services
New Police Station

Page 1

1. Introduction

The City of Creve Coeur (“City”) is currently seeking a design consultant (“Firm”) to provide the professional design services required to plan, design and construct a new Police Station.

2. Background

The City of Creve Coeur, a Missouri municipal corporation (“City”), operates under a Charter and the Mayor-Council-Administrator form of government, whereby the Mayor and City Council adopt and amend the policies of the City, and the City Administrator and City staff are responsible for carrying those policies out and implementing City programs. The City Council consists of the Mayor and eight Council members. The Mayor and City Council constitute the legislative and governing body of the City. The City Administrator is the Chief Administrative Officer of the City, and serves at the pleasure of the Mayor and City Council. In this position, the City Administrator supervises the general day-to-day operations of the City, and is generally responsible for carrying out all lawful policies established by the Mayor and City Council, and coordinating the activities of all departments and offices of the City.

The Firm will work with a team of City staff on the project and the City’s Owner Representative, Paric / NAVIGATE Building Solutions (herein after NAVIGATE). The City Administrator shall retain responsibility for the proper administration of the project. The team shall not be a public body empowered to exercise governmental or proprietary authority or perform a governmental or proprietary function. Therefore, meetings shall not be open to the public.

Project Location

The Creve Coeur Government Center is located on approximately 8.8 acres of land at 300 North New Ballas Road. The Police Station will be located on this site, north of the existing Government Center.

Project Description and Schedule

Based upon a preliminary feasibility study, the project will include the 28,000 s.f. (or less) Police Station and Site Improvements for an estimated construction cost of \$7,430,000 not including soft costs or contingency.

A ballot issue was passed in the November 2016 election in support of this project. The following Schedule Milestones have been established for the project:

Project Schedule

January '17	Council Approval of Firm's Contract
February – August '17	Design
September – October '17	Project Bidding
November '17 – December '18	Construction
January '19	Move In

The Design Team will begin work immediately upon execution of a contract with the successful firm and proceed as quickly as possible. It is anticipated that Construction bid documents will be completed within seven (7) months of the notice to proceed.

3. Scope of Services

The following paragraphs provide the expected scope of work. In order to provide a complete work product, the Firm may expand on this scope as determined necessary by the City.

- 3.1 A feasibility study supporting the need, size and cost of the new municipal facilities was conducted in 2014 - 2016. However, it is expected that the selected Firm will perform new space planning and conceptual design activities (including user group interviews) to establish the optimum space layouts and an exterior look that fits within the square foot / cost parameters set forth. In no case is it anticipated that the building will exceed 28,000 sf.
- 3.2 Services to be included (Concept through Completion)
 - A. Architectural and Interior Design
 - B. Mechanical Engineering (with Cost Estimating)
 - C. Plumbing Engineering (with Cost Estimating)
 - D. Electrical Engineering (with Cost Estimating)
 - E. Fire Protection Engineering
 - F. Structural Engineering
 - G. Civil Engineering (Including campus parking/road improvements between buildings)
 - i. No street signals are anticipated
 - ii. A fiber line will be required between the existing Gov. Ctr. and new Station
 - H. Low Voltage Design (with Cost Estimating)
 - i. Audio Visual Systems
 - ii. Telecom and Data (Backbones)
 - iii. Security (Access, Monitoring and Police/Fire Specific)
 - iv. Radio Dispatch - Design in Consultation with WDCD
 - v. Coordination with City Vendors (REJIS, Etc.)

- I. Landscape and Irrigation Design
 - J. Furniture Inventory, Planning, Selection, Estimating and Procurement
 - K. Fitness Equipment Selection and Procurement
 - L. Signage Design
 - M. Electric Car Charging Station Design
 - N. P&Z Board Review (Local Chapter 89 New Building Review)
- 3.3 Services NOT Required:
- A. Fueling System Design
 - B. LEED Certification (However a LEED Accredited Professional is required to be on your team)
 - C. Multiple Site Evaluations
 - D. Environmental Abatement
 - E. Traffic Studies
- 3.4 City is providing
- A. Owner Representative Services through NAVIGATE
 - B. Site Survey
 - C. Geotechnical Services

4. Qualification Submittal Requirements

Submittals should be specific and with adequate detail to accurately define your Firm and its ability to provide professional services for the proposed scope of work. Particularly, discuss the following elements:

4.1 General Information and Subconsultant Team Structure

Provide a company profile including a brief history of the lead Firm. Include an organizational chart depicting all sub consultants to be used on the project, each sub consultant's area of responsibility and their relationship to your Firm. Provide a table listing the projects your Firm has completed with each sub consultant. Provide the following information on the lead Firm:

- Date, state and type of business organization
- Federal and State tax ID numbers
- Names of Owners, Principals and/or Officers
- Civil or criminal claims, judgments or suits within the last ten (10) years
- Evidence of the Firm's financial wherewithal to complete the project
- The name, title, email address, mailing address and telephone number of the officer authorized to represent the Firm

4.2 Relevant Project Experience

Include a summary of the Lead Firm's experience and qualifications with Municipal Police Stations (dates, description, size, cost, locations, key personnel and references). Emphasis should be given to projects performed from the local area office using staff nominated as available for this project. Identify any additional Sub Consultant Municipal Police Station expertise in a clearly identified and separate list (again include dates, description, size, cost, locations, key personnel involved and references.)

4.3 Key Personnel Qualifications

Provide a staffing proposal with includes the names and resumes of the project manager and staff (including sub consultants) to be committed to the project. ONLY include resumes for staff that will have a specific and key role on this project. For each of the key personnel identify years in industry, education, years with your Firm (or sub consultant firm), their expected areas of responsibility, a list of previous experience on similar projects (specifically Police Stations), licenses/registrations and the office location where they reside.

Describe the workload and ability of the proposed staff to competently and expeditiously provide the design services required.

Describe your Firm's contingency plan to respond with appropriate back-up staff in the case of death, disability, illness or separation.

Identify who on your team meets the City's requirement for LEED Accredited Professional. See Paragraph 4.8.

4.4 Project Understanding/Approach/Schedule

Describe your understanding of the project and approach to delivering the Design Services requested. Furthermore, it is anticipated that the total design duration (starting with the space analysis and ending with the completion of construction "bid" documents) will be approximately seven (7) months. Please provide a detailed schedule and supporting narrative of how your Firm will accomplish this objective. Please identify regulatory submissions/review times and anything required of the City to facilitate your timely completion.

4.5 Record of Performance / References

Provide a record of past performance with respect to your ability to design to a budget. Provide references for the last five (5) clients (please list in order based upon contract date) that have utilized your Firm's services. Please provide this reference list for structural, mechanical and electrical sub consultants as well.

4.6 Proximity and Familiarity

List your firm's specific experience interacting with the local agencies that will be involved with this project. List projects conducted in the City of Creve Coeur, Missouri city limits and St. Louis County, if any, which may add to your knowledge, capability, and efficiency on this project. Clearly identify the office location for each individual proposed for this project from both the lead Firm and subconsultants.

4.7 MBE/WBE Inclusion

It is important to the City to encourage MBE/WBE inclusion. The City has not set a specific MBE/WBE business utilization goal for professional services on this project, but will consider your attempt to promote inclusion on your team as identified in Paragraph 5.2. Provide a description of the Firm's history and proposed efforts to promote diversity in employment and utilization of certified MBE and WBE firms.

4.8 Sustainability

The City is a strong advocate for Sustainable design and construction. However, it is not the City's intent to achieve LEED Certification. Instead the City is requiring that the selected firm have an active LEED Accredited Professional on the project team. That person will be responsible for identifying cost neutral sustainability initiatives to be undertaken as part of this project and the documentation of those initiatives. Please provide a resume for your LEED Accredited professional and a minimum of three projects your Firm has completed that has achieved LEED Certification.

5. Selection Process and Criteria

5.1 Selection Schedule

It is the intent of the City of Creve Coeur to adhere to the following schedule for the selection of the Firm. However, should the schedule change, respondents will be notified.

A. Request for Qualifications Due Date	January 3, 2017 noon
B. Shortlist Notifications	January 6, 2017
C. Interviews	January 11, 2017
D. Council Approval / NTP	January 23, 2017

5.2 Evaluation Criteria

A Selection Committee will review and evaluate the qualifications of each Firm.

The evaluation will be based on information provided related to the selection criteria listed as follows:

- | | |
|---|-------------------|
| 1) General Information/Team Structure | (rating___ X 05%) |
| 2) Team's Previous History Working Together | (rating___ X 10%) |
| 3) Relevant Experience – Firm | (rating___ X 15%) |
| 4) Relevant Experience – Key Staff | (rating___ X 25%) |
| 5) Project Understanding/Approach/Schedule | (rating___ X 15%) |
| 6) Record of Performance / References | (rating___ X 15%) |
| 7) Proximity and Familiarity | (rating___ X 05%) |
| 8) Sustainable Design Experience | (rating___ X 05%) |
| 9) MBE/WBE Participation | (rating___ X 05%) |

Each of the criteria above will be rated 5 (excellent) to 0 (poor or non-responsive) and weighted by the number in parenthesis for each above. Final rating will be the total of each rating value for 1 through 9.

5.3 Interviews

Upon review of all responsive Statement of Qualification's using the criteria outlined above, the City may select up to three Firms to interview. Firms may be selected for interviews or questioned for clarification by the Selection Committee; however, the City may choose to proceed without interviewing any respondents.

Firms selected for onsite interviews must include an overall Project Manager, lead designer and key engineering partners as part of the interview team. This Project Manager will be identified in the RFQ response, and it is the expectation of the City that this manager will lead the actual implementation if a contract is awarded.

5.4 Selection:

Upon final ranking of the Firms, contract negotiations shall commence. Contract negotiations will require the selected Firm to proceed with the development of a Scope of Work and costs for all the components of the project as outlined in Section 3. If any Firm fails to provide the necessary Scope of Work and cost information for negotiations in a timely manner, does not negotiate in good faith, or cannot perform the Contract for the Project, the City may cancel negotiations with that Firm and commence negotiations with the next ranked Firm. If the City deems there is no Firm that is viable, it will cancel the procurement. All aspects of the scope of work and pricing may be subject to negotiation.

6. Miscellaneous Information

- 6.1 Nothing contained herein will create any contractual relationship between the Owner and the firm submitting a proposal. Statements contained in the response of the successful firm may become part of the agreement for services.
- 6.2 Information received from each firm will become the property of the Owner. Information submitted by the firm cannot be considered confidential.
- 6.3 Owner reserves the right to approve all assigned personnel and may require the firm to replace members of the project team as deemed necessary.
- 6.4 The owner, Principal, or Corporate Officer of the responding firm shall sign the response to the Request for Qualifications attesting that all the information provided is true.
- 6.5 The Owner reserves the right to accept or reject any or all Qualifications and to waive any irregularities.
- 6.6 The Owner is not responsible for any costs incurred by any firm for any work performed relative to the preparation of the Response to this Request for Qualifications or subsequent negotiations of a contract for professional services.
- 6.7 As part of your cover letter, provide name, address, telephone and fax number, and e-mail address of the firm responding to this Request for Proposal. Please designate a single representative or prime contact through whom the Owner may communicate at the firm.

- 6.8 The selected Firm shall agree to indemnify and defend and hold harmless the Owner, together with its employees, agents, 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 Firm, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. Firm's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.
- 6.9 If selected the Firm shall agree provide insurance with the coverage stated below:
- (a) Commercial general liability insurance: Including Death and coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of Three Million Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence and One Million Dollars (\$1,000,000) for any one person in a single accident or occurrence.
 - (b) Workers compensation insurance: Statutory coverage per R.S.Mo. 287.010 et seq
 - (c) Automobile Liability Insurance: Covering Death, Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of Three Million Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence and One Million Dollars (\$1,000,000) for any one person in a single accident or occurrence.
 - (d) Professional liability insurance coverage in the amount of One Million Dollars (\$1,000,000) for each claim.
- All insurance policies shall be primary policies with bona fide insurer maintaining at a minimum an "A" rating.. CGL policy shall name Owner and related parties as additional insureds. The policies shall provide that the insurance companies shall notify Owner at least thirty (30) days in advance of the effective date of any modification or termination of the policy. The Firm shall provide Owner, prior to execution of an Agreement and upon its request from time to time, proof of insurance evidencing the coverage above issued by insurance companies authorized to conduct business under the laws of the State of Missouri.
- 6.10 A draft contract is included for your review and consideration prior to submission.

DRAFT AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« »
« »
« »
« »

and the Architect:
(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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4	ADDITIONAL SERVICES
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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

« »

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

« »

- .2 Substantial Completion date:

« »

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 By execution of this Contract, the Architect represents and agrees that (a) it is an experienced and registered architectural firm having the ability and skill necessary to perform all the services required of it under this Contract in connection with the design and construction phase services of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction phase services of the Project (such laws, rules and regulations including, but not limited to: appropriate local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local utility laws, rules and regulations and appropriate orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of the Architect's services on the project), and that all drawings, plans, specifications and other documents prepared by the Architect must be prepared in accordance with, and must accurately reflect and incorporate, appropriate laws, rules and regulations.

The Architect hereby represents and agrees that the plans, drawings, specifications and other documents prepared by it pursuant to this Contract must be completed and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Architect, and that the project, if constructed in accordance with such plans, drawings, specifications and other documents, will be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended.

The Architect, in consideration of the Fee specified hereinafter, conveys and agrees to perform, in connection with this Project, with the assistance of competent registered professional staff and/or sub consultants including, but not limited to, architect, structural engineer, civil engineer, mechanical engineer, electrical engineer and any others as necessary, to complete the professional services as detailed herein or in any additional contract Attachments/Exhibits.

The Architect agrees to act in a reasonable, responsive and timely manner in the performance of all services under this Contract.

The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect's project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect's consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for coordination and internal checking of all design documents and for the accuracy of all dimensional, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

The Architect's liability for errors and omissions under this Contract will be interpreted consistent with the standard of care under Missouri Law applicable to professional architects and engineers.

Attached hereto and made a part of this Contract as Exhibit B is the Construction Contract Award Price (herein after referred to as CCAP) for the facility and fixed equipment. The CCAP for this Project, or designated portion thereof, may be modified in writing only in the form of a Design Adjustment. The Architect must prepare drawings, specification and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor will be within the CCAP. By signature of this Agreement, the Architect acknowledges and agrees that the project can be constructed by a construction contract within the CCAP.

With each Design Phase submittal and each interim, revision or subsequent design submittal of the Architect to the Owner, for each part, the Architect must make the following certification in writing, and which will be implied if not expressly stated:

"In my/our professional opinion, the plans, drawings, specifications, and other documents submitted herewith, have been: (a) prepared in accordance with the architectural Services Agreement; (b) are in compliance with appropriate codes and standards; (c) fulfill the Agreement requirements and (d) the work indicated by them may be purchased by the Owner in a construction contract or contracts, the total price of

which will not exceed the Construction Contract Award Price as indicated in Exhibit B and may be constructed completely within the CCAP.”

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect hereby identifies _____ as a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
 - (a) Commercial general liability insurance: Including Death and coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors. Such coverage shall apply to Bodily Injury and Property Damage on an “Occurrence Form Basis” with limits of Three Million Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence and One Million Dollars (\$1,000,000) for any one person in a single accident or occurrence.
- .2 Automobile Liability

Covering Death, Bodily Injury and Property Damage for owned, non owned and hired vehicles with limits of \$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.
- .3 Workers’ Compensation

Statutory Coverage per R.S.MO 287.010. et seq.
- .4 Professional Liability

Professional Liability insurance coverage in the amount of \$1,000,000.

All insurance policies shall be primary policies with bona fide insurer maintaining at a minimum an "A" rating. CGL policy shall name Owner and related parties as additional insureds. The policies shall provide that the insurance companies shall notify Owner at least thirty (30) days in advance of the effective date of any modification or termination of the policy. The Firm shall provide Owner, prior to execution of an Agreement and upon its request from time to time, proof of insurance evidencing the coverage above issued by insurance companies authorized to conduct business under the laws of the State of Missouri.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall an estimate of the Cost of the Work, including Mechanical, Electrical, Plumbing, Fire Protection, Low Voltage, Audio Visual, Security, Data and Furniture estimates

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work including for the Mechanical, Electrical, Plumbing, Fire Protection, Low Voltage, Audio Visual, Security, Data and Furniture scopes of work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work including Mechanical, Electrical, Plumbing, Fire Protection, Low Voltage, Audio Visual, Security, Data and Furniture estimates .

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 attending and assisting with a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 attending and assisting with the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time

3.6.5.2 The Architect shall also prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawing and Specification to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which are not initiated by the Owner shall be included in the compensation computed in Article 11, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

3.6.6.6. The Architect shall be responsible for a complete evaluation of the Project during the eleventh (11th) month after Substantial Completion. Such services shall be furnished without additional charge. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for inspection and verifying the correction of said deficiencies.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	A	
§ 4.1.2 Multiple preliminary designs	A	
§ 4.1.3 Measured drawings	NA	
§ 4.1.4 Existing facilities surveys	NA	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	A	
§ 4.1.6 Building Information Modeling (E202™–2008)	A	
§ 4.1.7 Civil engineering	A	
§ 4.1.8 Landscape design	A	
§ 4.1.9 Architectural Interior Design (B252™–2007)	A	
§ 4.1.10 Value Analysis (B204™–2007)	NA	
§ 4.1.11 Detailed cost estimating	A	MEPFP, AV, Security, Furniture
§ 4.1.12 On-site Project Representation (B207™–2008)	NA	
§ 4.1.13 Conformed construction documents	NA	
§ 4.1.14 As-Designed Record drawings	A	
§ 4.1.15 As-Constructed Record drawings	A	Per General Contractor Mark ups
§ 4.1.16 Post occupancy evaluation	A	
§ 4.1.17 Facility Support Services (B210™–2007)	NA	
§ 4.1.18 Tenant-related services	NA	
§ 4.1.19 Coordination of Owner's consultants	NA	
§ 4.1.20 Telecommunications/data design	A	
§ 4.1.21 Security Evaluation and Planning (B206™–	A	

2007)		
§ 4.1.22 Commissioning (B211™–2007)	NA	
§ 4.1.23 Extensive environmentally responsible design	NA	
§ 4.1.24 LEED® Certification (B214™–2012)	NA	
§ 4.1.25 Fast-track design services	NA	
§ 4.1.26 Historic Preservation (B205™–2007)	NA	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	A	
USGBC – LEED ACCREDITED PROFESSIONAL	A	Project Manager or Designer

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

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§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Maximum of three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Bi Weekly Site visits to the site by the Architect over the duration of the Project during construction
- .3 Maximum of two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests

such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Provided however, that failure of the Owner to provide such notice to the Architect shall in no way affect the Architect's obligations under this Agreement, nor shall such failure relieve the Architect from any liability for its failure to discover and correct any such fault, defect, error, omission, or inconsistency.

§ 5.10 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All right, title and interest, including all rights under federal and state copyright and intellectual property laws in the Drawings, Specifications and other documents prepared by the Architect for this Project (collectively "instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by Architect and its consultants to Owner. Owner shall retain legal title to such Instruments of service, whether or not the project for which they may be made is completed, provide that the Architect has been paid for all compensation due under this agreement for the services completed by the Architect. No further compensation shall be due to the Architect for Owner's use of the Instruments of Service, whether during performance of this Agreement or after its termination or completion. Except as described below, Owner may use the Instruments of Service for any purpose. Owner agrees not to sell the Instruments of service to others under any circumstances, and to hold harmless the Architect for any re-use of the Instruments of service by Owner, provided that the Architect is not the Architect of Record for the re-use and the re-use is not for maintenance, repair or operation of the Owner's Facility. All Instruments of Service, including series in electronic form, shall be furnished to the Owner in a format requested by Owner, including electronic format.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect 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, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

Litigation in a court of competent jurisdiction

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," then except as may otherwise be required by law, the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

« »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« » %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	« »	percent (	« »	%)
Design Development Phase	« »	percent (	« »	%)

Construction Documents Phase	« »	percent (	« »	%)
Bidding or Negotiation Phase	« »	percent (	« »	%)
Construction Phase	« »	percent (	« »	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « » percent (« » %) of the expenses incurred. TOTAL Reimbursable Expenses shall not exceed \$_____.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « »-(« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

« » Architect agrees to indemnify and defend and hold harmless the Owner, together with its employees, agents, 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 Architect, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. Architect's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect 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 Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

« »« »

(Printed name and title)

ARCHITECT

(Signature)

« »« »

(Printed name and title)



Energy and Environment Committee
Regular Minutes - DRAFT
November 29, 2016
5:30 PM
City Council Chamber
Government Center
300 N New Ballas Rd

1. Call to Order

2. Roll Call

Ben Lefton	Committee Member	
Hal Harris	Vice Chair	(Absent)
Joseph Martinich	Chair	
Judy Sherman	Committee Member	
Sheerie Green	Committee Member	
Jason Muchow	Committee Member	
George Seifried	Staff Liaison	
Mark Perkins	City Administrator	
Alexis Travers	Council Liaison	
Jim Heines	Public Works Director	
Jen Kissinger	Navigate Building Solutions	
Todd Sweeny	Navigate Building Solutions	
Jeff Dickler	Resident	
Deneen Kogan	Resident	

3. Approval of Minutes

1. Approval of November 15, 2016 Energy and Environment Committee Meeting Minutes

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Judy Sherman, Committee Member
SECONDER:	Joseph Martinich, Chair
AYES:	Lefton, Martinich, Sherman, Green, Muchow
ABSENT:	Harris

4. Business From Members

1. Member Questions

Chair Martinich stated the member questions will be saved until the end.

Chair Martinich stated this is a special meeting outside of our regular EEC meeting to discuss the new Police Station and how sustainability measures will be incorporated into the design.

Chair Martinich turned the floor over to Navigate Building Solutions, the City's Owner Representative for the Police Station project, for them to make their presentation.



Energy and Environment Committee
Regular Minutes - DRAFT
November 29, 2016
5:30 PM
City Council Chamber
Government Center
300 N New Ballas Rd

RESULT: ANNOUNCED

5. New Business

A. LEED Certification For Police Station

1. Navigate Building Solutions Response to Members Questions

Todd Sweeney began by introducing his company and the roll it will play in building the new police station.

Mr. Sweeney started his presentation going through the member's questions, then deferred to Jennifer Kissinger for specific details involving LEED Certification.

Ms. Kissinger stated LEED is a 3rd party certification conducted by a separate entity and there are more of these organizations popping up every year creating different programs to push sustainable building practices. LEED is a method for measuring the implementation of sustainable building practices into the design of a building.

Mr. Sweeney stated most organizations want to incorporate sustainability, but they do not want to incur the cost associated with paying for the certification and the plaques.

Ms. Kissinger continues a more specific discussion about LEED Version 3 vs. Version 4 and how much more is involved in the new version.

Mr. Sweeney stated he cannot advise the city what the cost would be to become LEED Certified because there are too many unknown variables; you can debate the pros and cons all day.

The committee had a general discussion about the different topics involving LEED Certification.

Chair Martinich stated he feels the focus should be on sustainability, doing the right thing, cost effectively and not about the Certification.

RESULT: ANNOUNCED

2. Sustainable Design and Construction Initiative Study

Mr. Sweeney stated this document is a LEED checklist summary and it represents some of the sustainability items most Cities are trying to achieve.

Mr. Sweeney stated the (X)s represent a sustainable design feature most Cities are trying to include in their projects; where it states (Target), these features are not as easy to include, but will be explored and every effort made to include.

Mr. Sweeney stated to promote a sustainable design, start with things that are cost neutral. Cost neutral being defined as an upfront cost no more then something would



Energy and Environment Committee
Regular Minutes - DRAFT
November 29, 2016
5:30 PM
City Council Chamber
Government Center
300 N New Ballas Rd

cost if it was not sustainable.

The Committee had a general conversation about cost neutral.

Chair Martinich asked if we are restricting ourselves to cost neutral sustainability and we will miss the benefits of life cycle cost simply because we are not willing to put out more upfront cost.

Mr. Sweeney stated the items with (Target) listed by them will be explored for cost, lifecycle and operations savings.

Mr. Perkins stated we will investigate the sustainability designs on a case by case basis so it can be determined if an option is better over a period of time. The City would try and balance up front cost with the time to recover the City's investment and determine, which option make sense.

The Committee discussed sustainable options.

Chair Martinich asked what the plan is to go forward, the time line and how the EE Committee can help with representation.

Mr. Perkins stated the council will create a task force and select one representative from each of the existing City Committees to be on the new task force.

Ms. Sherman asked if a plan will be created to avoid building materials going into a landfill. Ms. Kissinger responded there is a cost premium to separating debris and recycling.

The Committee had a general conversation about recycling.

Mr. Sweeney stated you have to be careful spending so much time analyzing the materials and methods to create sustainability which can detract from time spent on design and preparation.

The Committee discussed further sustainability options.

RESULT:	ANNOUNCED
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3. LEED Pros, Cons #1

The committee reviewed the Pros and Cons in general conversation, but not specifically to anything listed.



**Energy and Environment Committee
Regular Minutes
November 29, 2016
5:30 PM
City Council Chamber
Government Center
300 N New Ballas Rd**

RESULT: ANNOUNCED

4. LEED Pros, Cons #2

The committee reviewed the Pros and Cons in general conversation, but not specifically to anything listed.

RESULT: ANNOUNCED

5. LEED Pros, Cons #3

The committee reviewed the Pros and Cons in general conversation, but not specifically to anything listed.

RESULT: ANNOUNCED

6. Sustainability Initiative

Mr. Sweeney stated we need to bring team members (designers, architects and contractors) with sensitivity to sustainability.

Mr. Sweeney stated there are three positions you can take when trying to achieve sustainability and you have to pick one of the three:

Position #1: The City promotes the importance of project sustainability with all design and construction vendors participating on the project. The city considers a firm's sustainable experience when making selections.

Position #2: The City requires the selected design team to:

- a. Have LEED Accredited Professionals on staff.
- b. Identify cost neutral sustainability initiatives to be undertaken as part of this project.
- c. Document the results of these initiatives.

The City would then have the required data to generate a City-wide news release focusing on the sustainable accomplishments made as part of these projects.

Position #3: The City requires that the new project achieve USGBC LEED Certified building status.

Mr. Sweeney stated when we hire an architect we need to let them know, which one of these options we are going to do.

The Committee had a general discussion about the three positions above.



**Energy and Environment Committee
Regular Minutes
November 29, 2016
5:30 PM
City Council Chamber
Government Center
300 N New Ballas Rd**

RESULT: ANNOUNCED

7. Motion - Sustainability Initiative

The committee made a motion to support Position #2 listed under Sustainability Initiative.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Ben Lefton, Committee Member
SECONDER: Joseph Martinich, Chair
AYES: Lefton, Martinich, Sherman, Green, Muchow
ABSENT: Harris

6. Adjourn

1. Motion - Close Meeting

RESULT: ADOPTED [UNANIMOUS]
MOVER: Judy Sherman, Committee Member
SECONDER: Joseph Martinich, Chair
AYES: Lefton, Martinich, Sherman, Green, Muchow
ABSENT: Harris

The meeting was adjourned at 6:45 pm.

City of Creve Coeur, Missouri

30-Nov-16

New Police Station - Sustainable Design and Construction Initiatives

LEED INITIATIVES	CASE STUDIES										
	Little Rock (2015)	Western District (2007)	Greenwood (2016)	City of Cotati	West Lynn (2014)	Umass Amherst	Henderson	Twin Cities - Central Marin (2012)	City of Clayton (2012)	City of Cottleville (2008)	City of Creve Coeur (FUTURE BLDG.)
Site											
Park Environment							x				Target
Tree Protection					x		x				Target
Alternative Transportation				x	x				x		x
Parking for Low Emitting Vehicles	x		x	x	x						x
Innovated Storm Water Mg.		x		x						x	x
Water Efficient Landscaping	x		x	x	x	x	x	x		x	x
Vehicle Charging Stations											x
Light Pollution Reduction				x							Target
Building Systems											
Potable Water Reduction	x		x	x		x	x	x		x	Target
Energy Efficient HVAC	x	x	x	x		x		x	x	x	x
Energy Recovery		x				x					
Energy Efficient Lighting	x	x	x	x		x	x			x	x
Daylighting Strategies (Thermal)							x		x	x	Target
Building Orientation Strategies		x			x					x	x
Efficient Roof		x			x		x				x
Alternative Energy Source (Solar)				x	x			x	x		
Energy Efficient Bldg. Envelope						x			x	x	x
Indoor Environment Quality											
Low VOC Materials	x		x	x	x		x		x	x	x
Daylighting Strategies (Visual)				x	x		x			x	Target
Occupant Thermal/Lighting Control	x										Target
Indoor Air Management Plan				x			x				x
Materials and Waste											
Locally Sourced Materials	x	x	x		x			x	x	x	Target
Use of Recycled Materials	x		x		x		x	x	x	x	Target
Landfill Diversion	x		x					x	x	x	Target
FSC Certified Wood					x			x			

Communication: Sustainable Design and Construction Initiative Study (LEED Certification For Police Station)



**Energy and Environment Committee
Regular Agenda
November 29, 2016
5:30 PM
City Council Chamber**

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Minutes**
 - 1. Approval of November 15, 2016 Energy and Environment Committee Meeting Minutes**
- 4. Business From Members**
 - 1. Member Questions**
- 5. New Business**
 - A. LEED Certification For Police Station***
 - 1. Navigate Building Solutions Response to Members Questions**
 - 2. Sustainable Design and Construction Initiative Study**
 - 3. LEED Pros, Cons #1**
 - 4. LEED Pros, Cons #2**
 - 5. LEED Pros, Cons #3**
- 6. Adjourn**



**Energy and Environment Committee
Regular Minutes
November 15, 2016
5:30 PM
Meeting Room 1**

1. Call to Order

2. Roll Call

Ben Lefton		
Hal Harris		
Joseph Martinich	Vice Chairman	
Judy Sherman		
Sheerie Green		
Alexis Travers	Council Liaison	
Charlotte D'Alfonso	Council Member	
Dat Ngo		(Absent)
George Seifried	Project Manager	
Mark Perkins	City Administrator	

3. Approval of Minutes

Meeting Minutes 10.13.2016

The committee unanimously agreed to approve the minutes.

4. Unfinished Business

A. Quick & Effective Conservation Tips

The website is up to date with the latest revisions for 2016 and the committee agrees nothing more needs to be done with this topic.

Once every year the committee will review Conservation Tips and make changes as needed.

5. New Business

A. Election of Chair and Vice-Chair

Mr. Lefton nominates Vice Chair Martinich for Chair.

Ms. Sherman seconds the nomination.

Committee unanimously elects Martinich for Chair.

Ms. Sherman nominates Committee Member Harris for Vice Chair.

Mr. Lefton seconds the nomination.

Committee unanimously elects Harris for Vice Chair.

B. Committee Goals

Committee approved the following 3 goals to focus on for 2017.

Minutes Acceptance: Minutes of Nov 15, 2016 5:30 PM (Approval of Minutes)



**Energy and Environment Committee
Regular Minutes
November 15, 2016
5:30 PM
Meeting Room 1**

1. Establish programs for commercial property owners, businesses, not-for-profits, restaurants, retail stores and multi-family buildings to encourage implementation of sustainability measures and recycling.
2. Fully Consider Leadership in Energy & Environmental Design (LEED) Certification for the New Police Station Building.
3. Improve the City's infrastructure for becoming a bicycling community.

C. Business Recycling

Committee discussed getting business owners to collaborate on purchasing energy efficiency and recycling/composting services to improve economic feasibility.

6. Business from Members

Requested staff to schedule a special meeting to review LEED Certification for the New Police Station.

7. Business from Council Liaison

No new business.

8. Business from Staff Liaison

No new business.

9. Adjourn

Committee agreed to adjourn the meeting at 6:30 pm.

Submitted by:
George Seifried
Project Manager

Minutes Acceptance: Minutes of Nov 15, 2016 5:30 PM (Approval of Minutes)

Joseph Martinich

Comments, requests and questions are based primarily on the Oct. 13, 2016 presentation document at the Energy and Environment Committee meeting.

1. Would like to see the specific pro's and con's of seeking LEED certification. What seem to be the main trade-offs? A narrative argument/justification making the case for or against certification would be helpful (i.e., would like to understand the reasoning why the City should or should not seek certification). Comments/testimonials from cities that did and did not seek certification for their buildings might be helpful, especially if they can tell us why or why not they were happy with their decisions.
2. Would like to see a list and description (with costs and benefits) of the specific "green" features planned for the building if LEED certification were sought versus if certification were not sought.
3. If certification is not sought, how would the approximately \$200,000 savings be used? Would the savings be earmarked for additional "green" building features? If so, what are they? Would the savings be available for other sustainability actions in the City? (I assume not because the bond is for the building, but I'm just checking.)
4. Specific questions related to page 3 of the presentation document:
 - What specific actions/features are planned to, "Increase the use of clean, alternative energy?" Is the plan to have solar panels? Geothermal system?
 - Does Reduce hydrofluorocarbons mainly mean using better refrigerants
 - What specific building features or operations are planned to Reduce waste and promote recycling
5. Some nitty-gritty specifics:
 - Will we require (in the contract) all construction contractors to recycle their construction wastes? I think we should because there is at least one C&D recycler in the area, and my understanding is that any extra cost would be small.
 - If there are exposed HVAC ducts and vents, are we considering using fabric ducts? (Good evidence they are much more energy efficient, and have some other good features, including aesthetics.)

Judy Sherman

I would add to Joe's #5 and to also use recycled material in the new building.



City of Creve Coeur, MO
New Police Station - Sustainability Initiative
Summary of Questions / Responses

1. What are the specific Pro's and Con's of seeking LEED certification?

Answer: Please see the three articles attached for your review and consideration. In addition, NAVIGATE clients have experienced:

- a. Pros:
 - i. Energy Savings Validation: By pursuing LEED certification, the requirements for the certification 'require' documented process's (energy modeling, commissioning, etc.) that will help verify that the proposed energy and cost saving initiatives were achieved.
 - ii. PR and Marketing Recognition
- b. Cons:
 - i. Certification costs
 - ii. Premium building costs: LEED Certification under version v2.2 or v2009 (v3) have become synonymous to the building codes in most areas. Municipalities and code authorities who have adopted more recent codes find that they can achieve LEED certification much easier and with less of a premium than in past years. However, LEED v4 has been rolled out and the deadline to file a project under the old LEED v2009 was October 31, 2016. Requirements in v4 are more stringent and may require additional cost premiums in both design and construction.

2. Please provide a list of specific green features to be pursued?

Answer: Please see the attached spreadsheet that defines the LEED Initiatives undertaken as part of numerous case studies and the initiatives we would propose to targeting on your project.

3. If certification is not sought, how would the \$200,000 savings be used?

Answer: The expense for third party certifications was not budgeted.

4. What specific actions/features are planned to increase the use of clean, alternative energy?

Answer: The city is planning to install electric vehicle charging stations.

5. Does "Reduce Hydrofluorocarbons (HFC's) mean the use of better refrigerants?

Answer: Yes



6. How will the City reduce waste and promote recycling?

Answer: The City is considering:

- a. Cost Neutral: Recycling site demolition
- b. Cost Neutral: Planning for waste/recycle containers post construction
- c. Cost Premium: C&D waste recycling (comingling or segregation)

7. Will fabric duct systems be considered?

Answer: Yes

City of Creve Coeur, Missouri

30-Nov-16

New Police Station - Sustainable Design and Construction Initiatives

LEED INITIATIVES	CASE STUDIES										
	Little Rock (2015)	Western District (2007)	Greenwood (2016)	City of Cotati	West Lynn (2014)	Umass Amherst	Henderson	Twin Cities - Central Marin (2012)	City of Clayton (2012)	City of Cottleville (2008)	City of Creve Coeur (FUTURE BLDG.)
Site											
Park Environment							x				Target
Tree Protection					x		x				Target
Alternative Transportation				x	x				x		x
Parking for Low Emitting Vehicles	x		x	x	x						x
Innovated Storm Water Mg.		x		x						x	x
Water Efficient Landscaping	x		x	x	x	x	x	x		x	x
Vehicle Charging Stations											x
Light Pollution Reduction				x							Target
Building Systems											
Potable Water Reduction	x		x	x		x	x	x		x	Target
Energy Efficient HVAC	x	x	x	x		x		x	x	x	x
Energy Recovery		x				x					
Energy Efficient Lighting	x	x	x	x		x	x			x	x
Daylighting Strategies (Thermal)							x		x	x	Target
Building Orientation Strategies		x			x					x	x
Efficient Roof		x			x		x				x
Alternative Energy Source (Solar)				x	x			x	x		
Energy Efficient Bldg. Envelope						x			x	x	x
Indoor Environment Quality											
Low VOC Materials	x		x	x	x		x		x	x	x
Daylighting Strategies (Visual)				x	x		x			x	Target
Occupant Thermal/Lighting Control	x										Target
Indoor Air Management Plan				x			x				x
Materials and Waste											
Locally Sourced Materials	x	x	x		x			x	x	x	Target
Use of Recycled Materials	x		x		x		x	x	x	x	Target
Landfill Diversion	x		x					x	x	x	Target
FSC Certified Wood					x			x			

Communication: Sustainable Design and Construction Initiative Study (LEED Certification For Police Station)

Green Building Report: Sense And Sustainability

Part 1: Pros And Cons Of Green Building Rating Systems

Part 2: **Certified Energy Manager Credential Is One Option For Energy-Focused Professional Sustainability Certification**

Part 3: **Green Globes, Energy Star, BOMA 360, Living Building Challenge Offer Different Benefits For Different Buildings**

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Pros And Cons Of Green Building Rating Systems

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By *Darin Rose* May 2014 - [Green](#) [Article Use Policy](#)

With all of the different green acronyms, designations, and credentials in the industry today, have you ever felt like having a "Sustainalobotomy"? It can be amazingly mind numbing; LEED-AP, LEED-EBOM, BOMA, CFM, etc.; the list seems endless. Often the question arises, how do various of these sustainability rating systems, and more specifically, sustainability credentials, compare to each other? What are the pros and cons of each system, and how do they compare to each other?

For instance, what are the pros and cons of a Sustainable Facilities Professional (SFP) designation from the International Facility Management Association compared with the LEED AP credential from the U.S. Green Building Council?

Often the answer depends on who is asking the question. In general, there are two groups who want to focus on sustainability: one primarily for social and environmental reasons and others who take the approach only when it is justified by cost and return on investment. By understanding the various credentials and rating systems available, you can make an informed choice about which are right for you, your staff, and your buildings.

When considering the best path to accreditation, it's imperative to obtain your certification from an industry-recognized organization or an accredited university certificate/degree program. Quality, impact, time, and finances are all factors to evaluate when determining the best option for your career. These are some of the more well-known sustainability credentials available.

Credentials

LEED Accredited Professional — Possibly the most well-known green credential, the LEED AP credential is managed by the Green Building Certification Institute, a group established by USGBC in 2008 to manage all credentials and building certifications. The LEED AP credit requires 30 hours of continuing education every two years. All candidates must have documented personal involvement on a project registered for LEED within the last three years and verification through LEED Online or an employee attesting to work performance.

USGBC has regional chapters in major cities and provides membership and education at a reasonable cost. Also required is engagement in (or completion of) an education program that addresses green building principles. Candidates must also

agree to the disciplinary and exam appeals policy and to the requirements for credential maintenance, and submit to an application audit. You can achieve a LEED AP designation in three areas: Building Design and Construction, Interior Design and Construction, and Operations and Maintenance.

LEED Green Associate — This is the basic LEED credential for those who are involved or interested in LEED, but who don't work hands-on with LEED projects. You can achieve this separately or in conjunction with one of the other credentials noted here. The GA is intended as a base for professionals who want to demonstrate green building expertise in non-technical fields of practice. It denotes basic knowledge of green design, construction and operations.

Sustainable Facilities Professional — The International Facilities Management Association (IFMA) sought to bring an overall understanding of sustainability through the Sustainable Facilities Professional credential. They chose to show how a professional can implement sustainable practices in any type of building through operating more efficiently in energy, water, materials and resources, workplace management, indoor environmental quality, quality of services, waste, and site impact. Whether it's a warehouse, a Class A or B building, a school, or a health care facility, they can all operate in a sustainable manner.

The education for the credential covers how to make the business case for sustainability, how to align the facility sustainability plan with the organization's strategic goals, and how to make sustainable changes in equipment, technology, and operations and maintenance procedures.

Green Globes, Energy Star, BOMA 360, Living Building Challenge Offer Different Benefits For Different Buildings

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By Darin Rose May 2014 - [Green](#) [Article Use Policy](#)

One sustainability certification system is not the same as another, and four of them demonstrate that idea clearly. Green Globes, Energy Star, BOMA 360 and the Living Building Challenge all offer different benefits for different buildings.

Green Globes — Green Globes began as an off-shoot of England's Building Research Establishment Environmental Assessment Method (BREEAM) in 2002. Green Globes has been touted as a lower-cost alternative to other rating systems because users don't have to register or pay for project certification if they don't want to. They can simply use the tool as a self-assessment. The application is Web-based and is simple to navigate.

The Green Building Initiative acquired the rights to distribute and oversee the program in the United States. An organization can achieve anywhere from one to four globe level; the initiatives they target are Energy, Water, Resources, Emissions, Indoor Environment, Project Management and Site.

Energy Star — The Portfolio Manager system is an online tool to track and assess energy and water use, along with greenhouse gas emissions. Developed by the U.S.

Environmental Protection Agency, Energy Star challenges building owners to benchmark energy use, compared with similar buildings across the country. Energy Star has a points scale of 1 to 100. If a facility obtains a 75, meaning the building is in the 75th percentile of all buildings for energy use, the building earns an Energy Star certification. There is no fee to apply. This program is foundational for other certifications that require utility data.

BOMA 360 — The Building Owners and Managers Association International developed the program BOMA 360, which addresses sustainability as one aspect of whole building operations. The program has targeted six areas: building operations and management, life safety, security and risk management, training and education, energy, environmental/sustainability, and tenant relations/community involvement.

BOMA's research has found this program has helped property owners differentiate their sites as being effectively managed, which is key in attracting and keeping tenant-clients. There are prerequisites to applying, including a standard operating procedures manual, a preventive maintenance program, data from Energy Star Portfolio Manager, and the building's income and expense data. Hotels, residential buildings, and retail shopping centers are not eligible.

Living Buildings Challenge — Considered to be the most exacting of certifications, the goal of the Living Buildings Challenge, set by the International Living Future Institute, is to bring facilities to a net-zero waste and energy model.

An additional goal is to eliminate toxic materials from building sites; that is, materials identified in the rating system's Red List of materials and chemicals.

There are four areas of focus: Renovation, Landscape or Infrastructure, Building, and Neighborhood. Within these areas there are seven sections: Site, Water, Energy, Health, Materials, Equity, and Beauty, with different levels of designation from individual initiative petals to the highest level of Net Zero certification. Last April, the Bullitt Center in Seattle became the first building built to these standards. It uses a solar panel roof, harvests its rainwater, and reuses its waste.

Over the years, as federal, city, and state building and energy codes have incrementally gotten more stringent, the organizations responsible for building rating systems have also ramped up the standards for their voluntary rating systems, increasing the level of sustainable requirements.

A building built to LEED Platinum standards a few years ago might only achieve a Certified level now. This trend will only continue, so facility managers are well-advised to learn as much as they can as soon as they can about sustainability in general, and these credentialing programs and building rating systems specifically.

Darin Rose CFM, SFP, GGP, is facilities services manager with Kiewit and has over 20 years of experience in facilities management in the financial services, non-profit and construction industries. Along with full service construction, Kiewit offers commissioning, sustainability, and facilities management services. Rose can be reached at Darin.Rose@kiewit.com.

LEED for Healthcare: A Brief Overview

LEED is a certification program created by the U.S. Green Building Council (USGBC). Structures built using LEED standards are graded on a 100-point scale and, according to the number of points achieved, are awarded certifications such as silver, gold or platinum, the highest rating.

New and existing buildings apply to be LEED-certified in a number of different categories, such as new construction, existing construction, residential buildings and educational facilities. In 2011, the USGBC created a new category, LEED for

Pros and Cons for LEED Certification

Plenty of clean air, daylight and outdoor spaces; healthier, more comfortable employees and patients; decreased energy costs; low environmental impact – these are the promises of LEED for Healthcare: a working environment built to standards that minimize ecological damage, create a healthy indoor environment, and reduce costs of energy and natural resources.

However, building to LEED standards may not be the right choice for every healthcare facility. For some, costs may outweigh the benefits. For others, meeting the requirements might be impossible. To know whether to pursue LEED certification or not, healthcare facility owners and managers need to be able to assess the pros and cons.

Aaron Feldman | Follow
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Published on January 12, 2016

Pros and Cons for LEED Certification



Healthcare (LEED-HC), which applies to new construction or major rehabilitation of existing buildings used in healthcare.

It makes sense to evaluate healthcare facilities in their own category. They often operate 24/7, have advanced air and water quality needs, and consume twice the energy of a commercial structure. In addition to hospitals, medical offices, licensed inpatient and outpatient care facilities, long-term care facilities such as assisted-living facilities, and medical education and research centers can apply for LEED certification under LEED-HC.

Benefits of LEED for Healthcare Facilities

LEED certification has obvious benefits. In addition to minimizing environmental impact, buildings constructed to LEED standards enjoy long-term savings on both electricity and water. Materials that contain no or low VOCs, such as carpet, furniture, paint and floor tiles, keep patients and staff safe from potentially harmful effects of off-gassing. The high standards required for air and water quality decrease the amount of airborne pollutants and microbes inside the building, keeping patients safer and healthier.

Less apparent are the benefits of overall well-being of staff and patients. For example, Dell Children's Medical Center of Central Texas in Austin, a LEED-Platinum hospital, experienced a 2.4 percent nurse turnover rate in its first three years of operation, which is well below the national average of 10 to 15 percent. Dell leadership attributes the low turnover rate, which in turn leads to fewer medical errors, fewer patient infections and cost savings estimated at around \$80,000 per nurse who needs to be replaced, to the environment – the air ventilation and the amount of natural light. In addition, it's possible that patient stays in LEED-certified hospitals are shorter because of the construction specifications that require patient access to outdoor light and views of nature; some studies have shown that these factors lead to faster recovery.

Finally, LEED certification has PR and marketing benefits. A LEED-certified hospital or office may appeal to patients selecting healthcare. Why wouldn't a patient choose a medical facility that has a lower turnover of doctors and nurses, lower rates of infection and mistakes; access to nature; and a generally, healthier feel to the air and water.

Why LEED Isn't for Everyone

Despite the apparent advantages, LEEDHC may not work for everyone. Healthcare administrators and facility managers need to look at both cost and feasibility of becoming LEED-certified.

1. The process of certification is expensive and time-consuming. LEED

certification requires a mountain of paperwork to pore over and submit. The USGBC requires detailed documentation for each aspect of certification, amounting to costs that can be 1-2 percent of the total project cost. On tight budgets, that

Before jumping headfirst into LEED, some first steps can help determine whether the process will make sense for a particular healthcare facility.

1. **Check the prerequisites.** The USGBC website (usgbc.org) features everything individuals need to start exploring the LEED process, including a document outlining "Minimum Program Requirements." This short, four-page guide delineates conditions under which buildings and facilities can apply for LEED certification.

The First Steps – Taking the LEED Plunge

Building managers in existing facilities can explore the LEED guidelines to find "low-hanging fruit" – strategies that are easy and low-cost to implement. Examples include replacing old faucets with water-saving models, having staff members bring their own plants to work to improve air quality, using sustainably sourced products and materials (which have become more cost competitive) or, for new projects, selecting a location close to public transportation.

Enjoy the benefits of energy savings and sustainable buildings without the administrative costs – but also without the formal stamp of approval from the USGBC. Building managers in existing facilities can explore the LEED guidelines to find "low-hanging fruit" – strategies that are easy and low-cost to implement. Examples include replacing old faucets with water-saving models, having staff members bring their own plants to work to improve air quality, using sustainably sourced products and materials (which have become more cost competitive) or, for new projects, selecting a location close to public transportation.

"In addition to minimizing environmental impact, buildings constructed to LEED standards enjoy long-term savings on both electricity and water."

Being a LEED-certified facility is no guarantee that patients will come or that nurses will stay. However, the sustainable practices outlined by the USGBC are sound, saving energy and producing a safer, higher-quality working environment. Instead of formally applying for LEED certification, many building project managers follow LEED guidelines without filling out all the paperwork or applying for certification. They

LEED Alternatives

3. **The healthcare landscape is changing quickly.** While LEED-HC is a well-researched and tested guide of the best sustainable practices in healthcare facilities, it's still new. At the same time, healthcare facilities are dynamic and constantly changing. Equipment and technology used today may be replaced by new innovations in two years, changing energy and other mechanical requirements. The formality of LEED may not take those fast changes into consideration.

2. **LEED certification may not be feasible.** LEED-HC requirements simply may not be possible for a facility. For example, an existing facility can't apply for LEED certification at all unless it's undergoing a complete renovation. And, as many facility managers experience, they may not be able to achieve enough LEED points to receive any type of certification, because of physical building, environmental or site constraints or because of materials or planning costs.

amount can be prohibitive. However, facility managers can evaluate whether the long-term cost-savings are enough to shoulder the up-front expenditure.



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The Decision Is up to Each Facility

No single factor can determine whether LEED-HC is the right choice for any facility. Although there may be challenges in achieving LEED certification, the guidelines provide clear and actionable instructions for improving healthcare facilities to be more economical and ecological. External issues and budgetary concerns may prevent a full commitment to the LEED process, but there's no reason health facility managers can't pursue sustainable practices outlined by the USGBC to create a safer, healthier, more efficient and sustainable environment for staff and patients.

"Before jumping headfirst into LEED, some first steps can help determine whether the process will make sense for a particular healthcare facility."

2. **Start counting points.** If facilities meet minimum requirements, the next step is to examine the LEED for Healthcare checklist to determine whether or not the facility will be able to achieve enough points to come within shouting distance of LEED certification. Building and an energy analysis, an activity that is performed regardless of whether a facility is applying for LEED certification or not.

3. **Set a goal.** If achieving LEED certification is possible, individuals need to decide on a target early on in the process: LEED Certified, Silver, Gold or Platinum. Achieving a lesser LEED award may be just as beneficial for staff, patients and marketing purposes as a Platinum designation but requires a much smaller commitment in terms of time and money. Construction managers may find that many of the items that count as “points” are activities they have already planned to do. For example, LEED - HC awards points for conducting

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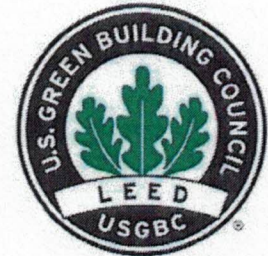
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Weighing the Pros and Cons of LEED

Posted on April 1, 2013 by Rachel Tardif There have been 0 comments



Most of us can agree that moving towards environmentally-friendly building practices is one of the keys to a more sustainable future. After all, the construction industry accounts for around a quarter of all non-industrial waste production in the U.S., and buildings are some of the biggest resource hogs around. Between lighting and thermal control, commercial and residential buildings account for 75% of the electricity used in the U.S. and contribute 39% of the nation's total carbon dioxide emissions. The Leadership in Energy Environmental Design program, or LEED, is designed to help promote design and construction practices that reduce the negative environmental impact of buildings. But if we all agree that green building practices can help us cut down those numbers, what's the debate about?



What is LEED?

The most important thing you need to know to understand the debate about LEED is that it's a completely voluntary, third-party certification. No one is forced into following the complex green building standards laid out by LEED; instead, companies pay LEED to certify their buildings using the criteria developed by the U.S. Green Building Council (USGBC), which runs the program. Independent auditors evaluate a building by looking at issues like energy efficiency and site selection, then decide whether it will be labeled Certified, Silver, Gold, or Platinum or be denied certification.

The Good

There are several areas in which LEED has helped advance the fledgling green building industry.

Setting industry standards. The green building industry is still young. Only a few decades ago, very few designers were looking into building sustainably, and there weren't very many people in the industry with the knowledge to take on these projects. When the USGBC entered the fray in 1998, there was very little consensus on just what made a building green. The LEED program was implemented to help develop a set of comprehensive standards that could guide the industry.

Independent certification. There are currently very few government regulations for green buildings, which means it's up to those in the industry to set sustainability standards. This lack of regulation also means that the responsibility of ensuring a builder's green claims fall on the public. LEED is one of the most recognized names in the business, and offers a guarantee to consumers that a building meets high standards for sustainability.

The Bad

While LEED is still the most popular green building certification worldwide, in recent years there has been a backlash against the brand for a number of reasons.

Problems with standards. One of the biggest criticisms of LEED has been that it simply doesn't work. Critics say that the standards, which rely heavily on energy models and projections, don't actually lead to buildings that use less energy. For example, there was a great deal of press on the Gold-certified *ImaginOn* children's center in Charlotte, NC when independent audits showed that because the building was being used more than expected, its energy efficiency did not actually fall within LEED standards. In 2010, a class-action lawsuit was filed that claimed the USGBC was engaging in false advertising, since its buildings did not actually meet the standards they promised, and that it operated in violation of anti-trust policies.

Price. LEED certification is expensive, and that's putting it mildly. The program is funded in large part by building owners paying large sums for certification. The minimum cost for certifying a building is \$2,900, but the price tag quickly jumps for bigger projects. Office buildings and hospitals can cost upwards of \$1 million for the certification alone (remember, this isn't for any of the actual building—it's just for the plaque that says you're LEED certified). For big companies this initial investment of capital can be worth it for buildings that will attract wealthy, green-minded tenants and sell at high prices. But

for the more cash-strapped, LEED certification is prohibitively expensive. For example, the Fire Station in Cary, NC, which was completed in 2010, was designed to meet all the LEED standards, but the city council chose not to apply for the certification because it was too expensive.

New laws. Many communities have enacted laws mandating that all new constructions be LEED certified or are offering subsidies for certified buildings. These new laws are a big issue for critics of the program, who point out that the USGBC is a private corporation and therefore has no business being involved in government regulations. These new laws, coupled with the high price tag of LEED certification, create a strong conflict of interest, since USGBC directly profits from the implementation of these regulations.

What's next?

For better or worse, when it comes to green building standards LEED is the biggest game in town. Worldwide, they're still the name everyone knows when it comes to sustainable building, but that's slowly changing. Other programs, such as Green Globes, which sponsors green certifications in countries around the world, are gaining in prominence. More importantly, government bodies like the Environmental Protection Agency and the Department of Energy are jumping in to set standards of their own. Hopeful, as the green building industry continues to grow and change, the process of green certification will grow and change with it.

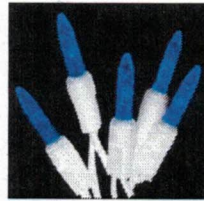
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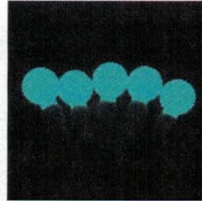


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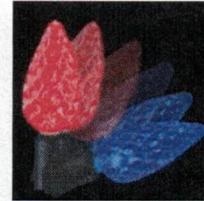


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MEMORANDUM

DATE: December 8, 2016

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Financial Advisor for Police Building Debt Issuance

The city traditionally utilizes a financial advisor when issuing debt. The advisor provides assistance in a number of areas including timing of the issuance, structuring the Bond issue, obtaining a bond rating, evaluation of Bond purchase bids, preparing an official statement, complying with disclosure requirements, and other matters.

In the past the city has used the services of Michelle Bock through Piper Jaffray. We have been very pleased with her services. However, since the city has not issued original debt in a number of years, we decided to seek proposals for those services. Staff selected two potential advisors to receive the Request for Proposal (RFP). We are familiar with both advisors who have extensive experience with municipal debt issuance in the St. Louis area. The two firms were Piper Jaffray and WM Financial Strategies. Both firms submitted proposals and were interviewed by you and I.

After reviewing the proposals and conducting the interviews, and contacting references, staff is recommending WM Financial Strategies to serve as financial advisor for the police building bond issue. Both firms submitting proposals are very well-qualified and have extensive experience with municipal bond issues. The major difference was the proposed cost. Piper Jaffray proposed a cost of \$20,000 while WM Financial Strategies proposed a cost of \$13,000 and includes full development of the Official Statement.

WM Financial Strategies has been involved with various cities in the area as a financial advisor on bond issuance. Some of the cities include: St. Charles, Kirkwood, Poplar Bluff, St. Peter's, Maplewood, Maryland Heights, Olivette, Bridgeton and others.

In addition, I have spoken with our bond attorney, Mark Grimm, who has worked with WM Financial Strategies on other bond issuances and feels they are well qualified.

I would be pleased to respond to any questions.



City Council
300 North New Ballas Rd
Creve-Coeur, MO 63141

SCHEDULED

Meeting: 12/12/16 06:00 PM
Department: Legislative /City Clerk
Category: Report
Prepared By: Debbie Ryan
Initiator: Debbie Ryan
Sponsors:

DRAFT MINUTES (ID # 2213)

DOC ID: 2213

Work Session Minutes Dated November 28, 2016



**WORK SESSION MEETING
MINUTES
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 28, 2016
6:00 PM**

Present: Mayor Glantz, Council Member Lawrence, D'Alfonso, Ruzicka, Hoffman, Faron, Baseley, Travers, Saunders

Also present: John Noce of the Finance and Audit Committees, Adam Shulenburger of the Finance Committee, Robert Heimberger General Manager of the WCDC, Jeff Kempker of LAGERS and Elizabeth Althoff of LAGERS

Staff present: City Administrator Mark Perkins, City Attorney Carl Lumley, Dan Smith Finance Director, City Clerk Deborah Ryan

1. West Central Dispatch Center – LAGERS request

Robert Heimberger, GM of the WCDC stated the WCDC is made up of three cities: Town & Country, Frontenac and Creve Coeur. The Board Members of the WCDC are the City Administrators of the three cities. The WCDC is the fifth busiest 911 center in the metro area. We are working to provide the best benefits and wages to attract and retain the best employees possible.

Council Member Lawrence asked if employees keep their 401a when going to LAGERS.

Mark Perkins stated Jeff Kempker and Elizabeth Althoff of LAGERS is present tonight to assist in answering all questions in relation to LAGERS Retirement Program.

Jeff Kempker stated it depends on the year of service. Employees can rollover their 401a and purchase back years of service – with either 401a funds or after-tax dollars - to purchase service time in LAGERS.

Council Member Lawrence asked how do WCDC employees feel about having the current 2% employee contribution under the DC plan increased to a 4% contribution under LAGERS.

Mr. Heimberger stated that the dispatchers are supportive of moving to LAGERS and are aware of the higher employee contribution rate.

Council Member Baseley asked what does the WCDC need from Council.

Mark Perkins stated Council will be asked to approve an ordinance ratifying a WCDC Board Resolution allowing the WCDC employees to enter LAGERS.

Council Member Hoffman asked about the timeline to switch.

Mark Perkins stated the two other cities have already ratified the move to LAGERS. Mr. Heimberger stated that the transition could occur within 45 days of passage.

Council Member Ruzicka asked what happens to WCDC if Creve Coeur doesn't go in LAGERS.

Mr. Heimberger stated that WCDC is a separate entity and if approved by the cities, can enter LAGERS on its own.

2. LAGERS



**WORK SESSION MEETING
MINUTES
CITY COUNCIL
300 NORTH NEW BALLAS RD
NOVEMBER 28, 2016
6:00 PM**

Mark Perkins reviewed a memo summarizing a possible move to LAGERS from him and Dan Smith dated November 23.

Council members asked for detailed rate history of other cities, Mr. Perkins stated that he would follow up with LAGERS to obtain this information.

Discussion continued about LAGERS investment policies, Mr. Kempker provided an overview but indicated he would provide the full policy.

Mr. Ruzicka stated the City of Dallas is facing possible bankruptcy due to its Pension Fund, and asked Mr. Kempker about his thoughts on that. Mr. Kempker stated that LAGERS has controls in place, including mandatory funding from its members and a conservative benefit menu which protects it from the kind of issues seen in Dallas and other large fund funds across the country.

The question was asked how the benefit compares to the current city DB benefit. Mr. Perkins stated that the benefit is comparable, with the benefit being better in some ways (includes a COLA) and not as strong in other ways (current employees receive a 3% contribution to a 401a plan, and have the rule of 85). Mr. Perkins also stated that if LAGERS is selected, current DB members – including the Chief, Dan Smith or Mr. Perkins – will see no additional benefit or change to their current retirement benefits.

Mayor Glantz stated we are currently in the education process of the program and there should be legislation before Council in January or February for consideration.

Mr. Perkins stated that if Council decides to move the city to LAGERS, then July 1 would most likely be the preferred effective date.

Council Member Lawrence stated she would prefer sooner rather than later on making a decision about entering the program.

3. Approval of WS Minutes dated October 10, 24 and November 14, 2016

Council Member Hoffman moved, seconded by Council Member Baseley to approve the work session minutes dated October 10, 24 and November 14, 2016.

Approved by unanimous vote.

Adjourned at 7:24 p.m.