

BILL NO.: 4965

ORDINANCE NO.: _____

Introduced by: City Manager Nathan Mai-Lombardo

**AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
WITH CHIODINI ARCHITECT ACCORDING TO BID #935 FOR
RENOVATION / CONVERSION OF AIRPORT ELEMENTARY
SCHOOL TO BERKELEY COMMUNITY CENTER**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY,
MISSOURI, AS FOLLOWS:**

Section 1. The City Council of the City of Berkeley hereby authorizes the City Manager to execute an agreement for architectural and engineering services according to RFQ #935, Renovation / Conversion of Airport Elementary School into Berkeley Community Center, with Chiodini Architects.

Section 2. The attached agreement is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.

Section 3. This Ordinance shall be in full force and effect from and after the date of its passage.

1st Reading this 21st day of August 2023

2nd Reading this _____ day of _____ 2023

3rd Reading, PASSED and APPROVED, this _____ day of _____ 2023

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:


Councilwoman Verges	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Crawford-Graham	Aye ___	Nay ___	Absent ___	Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___	Abstain ___



MEMORANDUM

TO: Mayor Deinbo and City Council Members

FROM: Elliot Liebson, Director of Planning and Economic Development

THROUGH: Nathan Mai-Lombardo, City Manager 

DATE: August 18, 2023

RE: Selection of Chiodini Architects to undertake renovation of Airport Elementary School into Berkeley Community Center (RFP #935).

An RFP for this project was published August 3rd, with a response deadline of August 18th. We received three bids, of which Chiodini has the best bid, for the following reasons:

- Their rates are comparable to the other two bidders;
- They have significantly more experience with renovation projects in the St. Louis region, as compared to the other two bidders;
- Recent experience with the City of Berkeley;
- Demonstrated initiative towards this project, resulting in a better understanding of the project.

Staff therefore recommends Chiodini Architects to be awarded this project.

rfp 935 community center score sheet

Scoring Criteria	Chiodini	Archimages	Incite
Qualifications (ontome/budget) (exp. of team and subs) (max 40 points)	35	22	25
Experience (similar projects with min. changes in past 10 years) (max 35 points)	30	20	20
Methodologies (approach, timelines, QC measures) (max 25 points)	20	23	15
TOTAL	85	65	60
<i>Arch & engineering</i>	8-10% of cost	6.5-8% of cost	est 7% of cost
<i>Price/fee schedule</i>	\$95-250 hourly rates	\$225-275/sq. ft. constr. Cost	\$60-200 hourly rates

Request for Proposal
Professional Architectural and Engineering Services
Renovation/Conversion of Airport Elementary School to
Berkeley Community Center
8429 Airport Road

CITY OF
Berkeley
MISSOURI



Chiodini

ARCHITECTS

August 16, 2023

Letter Of Interest

Dear Nathan:

Chiodini Architects is pleased to express our interest in once again serving the City of Berkeley with the architectural services required on the Berkeley Community Center Renovation/Conversion of the Airport Elementary School project. Community Center Experience

Our interest is based on our extensive experience on similar Municipal, Educational, and Religious Community / Activity Center projects. Some of the community spaces included in our projects are gymnasiums, kitchens, banquets, administration offices, storage, meeting rooms, classrooms, and fitness centers. Expanded recreational activities in our centers include basketball, ice rinks, pickleball, racquetball, senior and child care, teen centers, and clinics.

The Brentwood Community Center and Edwardsville Community & Rec Center (R.P. Lumber Center) are very good examples of Municipal Centers we've completed, serving their communities with a wide variety of activities. We designed a dynamic Teen Activity Center in the Edwardsville Center to support the youth in the area. In other facilities we have included facilities particularly serving Seniors.

Renovation/Conversion Experience

Renovation and Conversion of existing structures is a unique project type, requiring particular design skills, in which we have a long history of success. Past projects where we have converted facilities include Municipal, Governmental, Education, Religious and Commercial facilities. Our projects have included conversions of historical and more current building types.

From our experience we have learned the importance of accurate examination, analysis, and documentation of all building systems of the existing facilities. Next, precise programming and space planning of appropriate uses/activities, careful environmental evaluation, and an understanding of the support requirements must be undertaken. Every step we take is with the focus on serving and supporting the needs of the Berkeley Community.

Berkeley General Requirements

We have reviewed the General Requirements, paragraphs A through D, in the RFQ and believe we understand and share Berkeley's expectations for this project. We also understand the facility will contain multiple activities/uses including a gymnasium, warming kitchen, meeting rooms, classrooms (to be determined with School District), recreational/fitness space, and senior care activities. Parks and Rec offices and storage facilities will also be represented, as well as additional space for future uses.

Additionally, we believe that it is our responsibility to suggest additional uses based on our experience for consideration in this Community facility.

We know time is of the essence and we are prepared to start with a Chiodini Team dedicated to this project, immediately, to meet your schedule and budget.

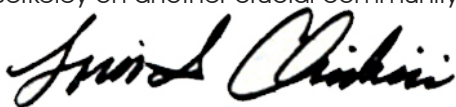
Chiodini Team

The Chiodini Team proposed for your project will be led by myself, Lou Chiodini, AIA, Principle in Charge, assisted by Greg Uphoff, Director of Design, Christine Capps, Interior Director, Jason Edwards AIA, Senior Project Manager, and Walter Albrecht AIA, Quality Control and Roofing Design.

This team has been on most of our similar Community Center and renovation/ conversion projects. I have utmost confidence that our team will provide Berkeley with a Community Center that will not only meet but exceed your expectations.

Additionally, we will be assisted by consultants with whom we have a long successful history on similar projects, Case Engineering, MEP/FP & Structural, DG2 (WBE) Landscape Design and CDI Engineering (WBE/MBE) for Civil Engineering. Conclusion

In the following sections you'll discover the details of our qualifications for this important project for the City of Berkeley. We look forward to your consideration of our interest and qualifications and hope to be selected to continue to assist Berkeley on another crucial community project.



Executive Summary

Chiodini Architects

Architecture & Interior Design
1401 S. Brentwood Blvd., Suite 575
St. Louis, Missouri 63144
314.725.5588 www.chiodini.com

Date Established: 1974
Organization: Missouri S-Corp
Federal Tax ID: 43-1020010
Missouri ID: A-135-D



Principal/Owners:

Louis G. Chiodini, President I Managing Principal
lchiodini@chiodini.com
314.808.5588 cell

Michael A. Chiodini, Principal in Charge
Director of Architecture
mchiodini@chiodini.com
314.494.5566 cell

Financial Health:

Chiodini Architects has no debt and has been profitable for over 40 years.

UMB Banking Reference:
Gregory Aman
7700 Forsyth Blvd., Ste 120
St. Louis, MO 63105
(314) 719.4362
Gregory.Aman@umb.com

Website:

www.chiodini.com

Years in Business: 49

Total Staff: 20

In-house Registered Architects: 5
Designers: 2
Interior Designers: 1
Graphic Designer: 1
Architectural Staff: 9
Admin Staff: 2

LEED Certified Projects: 12

Veteran Owned
Employee Diversity: 58%



Chiodini Architects is an award-winning architecture and interior design firm committed to excellence in design while enhancing the lives of the users with economically and environmentally responsible solutions. In 1974, Lou Chiodini founded Chiodini Architects and has passed down to his son and co-President, Michael, the importance of producing work of enduring value: buildings that are expressly right for their time and place and that culturally and physically age gracefully. Our projects are diverse in type, size, and location. The firm has earned a reputation for both designing exceptional new facilities and spaces and, through preservation, adaptive reuse, and renovation, discovering innovative ways to reuse buildings.

We use a truly integrated process to reduce energy consumption, maintenance and operation costs, and the environmental impact of our designs. The benefits of Green Building Design (LEED) are very wide ranging. They begin with efficiencies and environmental qualities that can be realized directly by the user or owner and extend to global concerns of pollution, renewable resources, and recycling.

Architecture is a collaborative art. We actively engage our clients and consultants to understand the needs of the users, the opportunities of the site and facility, and the budget, in consideration of the social, cultural, and environmental constraints and goals of each project. Our architects and interior designers thrive on the healthy dynamic and meaningful dialogue surrounding projects.

Fostering both Principal involvement and personal attention, Chiodini has purposefully maintained a collaborative team studio environment; a team with a median tenure of 18 years. This continuity exemplifies our philosophy of commitment and dedication to continuously advance better practices when working together as a team, both internally and with clients.

We strive to be the most creative designers and problem solvers out there we have a passion for what we do and bring that enthusiasm to you!





Louis G. Chiodini, AIA | NCARB | LEED AP BD+C
Founding Principal



Qualifications

Bachelor of Architecture
Washington University
Steedman Fellowship
Experience: 59 Years

Lou is founding principal and owner of Chiodini Architects. In 1971, Lou was awarded the Steedman Fellowship from Washington University, which allowed him to travel and study Architecture, Urban Planning and Interior Design throughout Europe. In 1974, Lou established Chiodini Associates, a St. Louis based architecture and design firm to provide clientele with high-quality, creative, professional design services. Lou's Primary focus is in Project Design, Concept Development and Final Design. Due to his philosophy that a truly accomplished design professional is primarily a problem solver, Lou feels diversity in project types brings new insight and continuing interest into program development and architectural, planning and interior design.



Michael Chiodini, AIA
Principal in Charge

Qualifications

Bachelor of Architecture
University of Kansas
Experience: 30 Years

Michael is a managing principal. He will be in charge of coordinating the Team efforts and gathering and distributing necessary information. He brings strong leadership and coordination within the office and the overall Team. He is responsible for assuring that all Team members understand their roles/responsibilities, meet project schedules, and provide services and deliverables exceeding expectations. Michael will be responsible for overall Team project QC/QA.



Jason Edwards, NCARB | LEED Accredited
Senior Project Architect | Manager

Qualifications

Bachelor of Architecture
London College - London
Master of Architecture
University of Nebraska
Experience: 27 Years

Jason has spent most of his 27 years as a registered Architect in the execution of Recreational and Educational projects of all types throughout the United States. He has developed a deep understanding of the needs and objectives of the higher education community, including the professional programming, design, delivery and construction aspects of these projects. Jason is also known for his thorough and thoughtful project management and dedicated service to his clients and their projects.





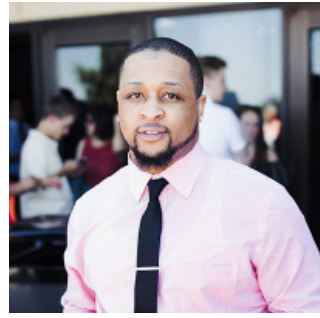
Christine Capps, NCIDQ IIDA I LEED Accredited
Director of Interior Design

Qualifications

Bachelor of Interior Design
Maryville University

Experience: 27 Years

With more than 27 years of facility design, Christine develops comprehensive interior design strategies for her clients. She works with clients to establish an interior design palette that reflects their institutional mission and selects furniture and fixtures that meet their expectations for budget, aesthetics, and collaboration. She focuses on selecting materials that are easily maintained and will stand up to the rigors of everyday use.



Dominic White
Architectural Support

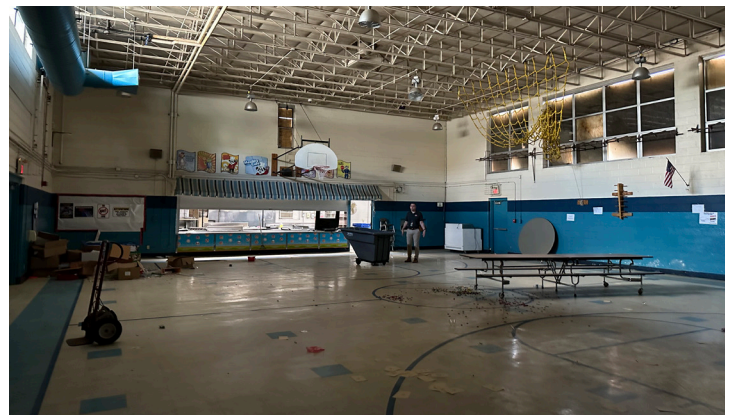
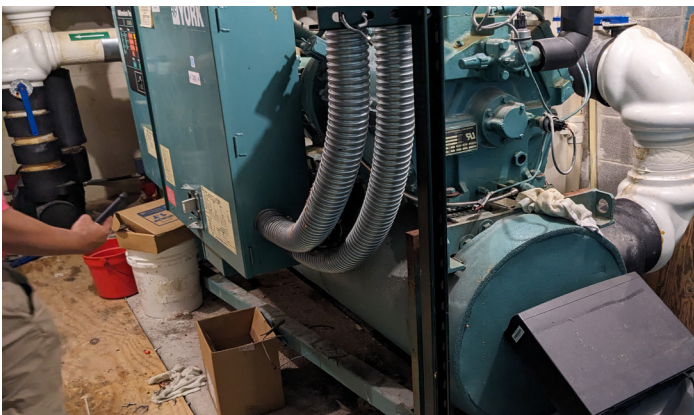
Qualifications

Master of Architecture
Kansas State University

Experience: 5 Years

Dominic is a key player on our team, lending support to Project Manager, from start to finish. Dominic's organizational and communication skills serve as an asset. His foresight, attention to detail and conformance to approved schedules serve as his pro-active approach to mitigating risk.

Project Observation



Civil Engineer



Vicki LaRose, PE
President
23 Years of Experience



Background

Southern Illinois University at Edwardsville
BS Civil Engineering
University of Missouri – Rolla.
Master in Engineering Management

Vicki founded CDI in 1996 to provide responsive, quality-driven civil engineering services, after gaining 11 years of project management and leadership experience with St. Louis-based Sverdrup Corporation (now Jacobs). Under her direction, CDI has experienced continuous success, gaining a reputation for using a community-focused approach to successfully deliver projects.

Selected Project Experience

Lemay Community Center | Lemay, MO
Maryland Heights Community Center
Brentwood Community Center
Dielmann Recreation Complex

Structural L MEP Engineer



Stephen Sacco, PE
Principal I Structural Engineer
46 Years of Experience

Background

University of Missouri - Columbia
BS Structural Engineering

Over 40 years of experience in structural engineering design for new construction and renovation of institutional and commercial projects. Experience includes, but is not limited to hospitals, medical offices, universities, schools, libraries, municipal, offices, retail, hotel, financial facilities, industrial, warehouses, and religious facilities.

Selected Project Experience

Aquatic Center - Mascoutah, IL Baker Pools - multiple residential locations in St. Louis, MO
Busch Gardens - multiple US locations
Crestview School Pool Building Assessment - Chesterfield, MO
Dielmann Recreation Center - Creve Coeur, MO
East Municipal Pool - Shawnee, KS Edgewood Country Club
Family Fun Center and Pool - Bridgeton, MO

Landscape Engineer



Kristy DeGuire PLA I CPSI
President
26 Years of Experience



Background

Kansas State University
Bachelor of Arts degree in Landscape Architecture

Kristy worked for almost a decade with a multidisciplinary design firm where she led the planning and landscape architecture team. While there, Kristy received multiple awards and honorable mentions for her work. Her educational background, professional experience, and history of creating award-winning outdoor spaces are the tip of the iceberg that comprises Kristy DeGuire's qualifications as a planning and landscape architect. Kristy's view of any outdoor space is through the lens of her personal experience.

Selected Project Experience

Ballwin City Master Plan
St. Charles Activity Park
Gravois Greenway
Fogerty Park Master Plan And Phase One

Project Experience - Community I Recreational Center

- **R.P. Lumber Edwarsville - Ice & Rec Center** Ice Rink I Community Center
- **Jacksonville Icemen Igloo Ice Complex** Ice Rink I Community Center
- **Palm Beach North Athletic Recreational Facility** Palm Beach, Florida
- **St. Louis County Park - Greensfelder** Recreation Complex Renovation
- **City of Brentwood, Missouri** Recreation Complex & Ice Rink Renovation
- **Maryville University Center** Ice Rink I Community Center
- **Creve Coeur Ice Plex** St. Louis, Missouri
- **City of Clayton, Missouri** The Commons at Shaw Park Ice Rink I Community Center
- **Steinberg Ice Rink|Pavilion** Feasibility Study Forest Park Forever - St. Louis
- **Missouri S & T Rolla, Missouri** Gale Bullman Fitness Center Addition | Renovation
- **Shalom Dome** Multi-Purpose Youth Community Center Dome
- **Federal Reserve Bank of St. Louis, Missouri** Fitness Center Renovation
- **Bloomfield R-XIV School District, Missouri** Gymnasium Expansion
- **Courtz Athletic Complex Study** St. Charles, Missouri
- **DeSmet High School, Creve Couer, Missouri** Athletic Fields And Track
- **Fontbonne University, Missouri** Dunham Activity Center Addition/Renovation
- **City of Edwardsville, Illinois - Hawk Development** Proposed 2 sheet ice rinks and track
- **Eastern Connecticut State University, Student Center** Fitness Center
- **St. Nicholas Greek Orthodox** Family Activities Center
- **Sacred Heart School Gymnasium** Gymnasium | Auditorium | Multipurpose
- **Annunciation Parish, Webster, Missouri** New School Gymnasium
- **Sts. Joachim & Ann Parish** School Gymnasium

Project Experience - Renovation Projects



- **City of O'Fallon, Missouri** - Municipal Center Space Needs | Reuse
- **City of Clayton** - 10 S. Brentwood City Hall Relocation
- **City of Columbia, Missouri** - Government Center, City Hall and Municipal Court
- **City of Columbia, Missouri** - Historic Award Winning Howard & Gentry Buildings Renovations
- **City of Clayton** - Council Chamber Renovation
- **St. Louis County** - District 5 Department of Highways Roof Replacement
- **St. Louis County** - Departmental Office Relocations/Renovations and Roof
- **St. Charles County** - Adult Detention Facility - Renovation/Adaptive Reuse
- **Federal Reserve Bank of St. Louis** - Multiple Floor Renovations
- **Parkway School District** - Parkway North High School Campus Wide Facility & Site
- **St. Mary's Catholic Church** - Brussels, Illinois Historic Reconstruction
- **Bonne Terre Memorial Library** - Bonne Terre, Missouri Historic n & Addition
- **St. Mary's Catholic Church** - Cape Girardeau, Missouri

Project Experience - Municipal Projects

- **City of Berkeley, Missouri** - Fire Station
- **City of Berkeley, Missouri** - Public Works
- **City of Cape Girardeau, Missouri** - New Police Headquarters | Municipal Courts
- **City of Cape Girardeau, Missouri** - City Hall Space Needs Analysis
- **City of Ballwin** - New City Hall
- **City of Wentzville, Missouri** - New City Hall
- **City of O'Fallon, Missouri** - Municipal Center Space Needs | Reuse Study
- **City of Clayton** - 10 S. Brentwood City Hall Relocation
- **City of Ladue, Missouri** - Fire/Ambulance Facility Master Plan
- **City of Ladue, Missouri** - Fire/Ambulance House #1
- **City of Ladue, Missouri** - Fire House #2
- **City of Maryland Heights**, Government Ctr & Police Headquarters
- **City of Bridgeton, Missouri** Government Ctr & Police Headquarters
- **City of University** - City Hall, Police Department & Municipal Court Feasibility Study
- **St. Louis County** Departmental Relocations (including Police)
- **City of Columbia, Missouri** New Government Center Complex:
- **City of Brentwood** - Community Center Renovation
- **St. Louis County** - District 5 Department of Highways Roof Replacement
- **City of Woodson Terrace, Missouri** City Hall & Police Facility Renovation

City of Brentwood - Community Ice Center

Brentwood Missouri



Facility Type: Community and Ice Center

Client: City of Brentwood

Size: 41,365 S.F. Cost: 6M

Completion Date: 2015

Prime Team Member: Michael Chiodini | Greg Uphoff

Reference: Eric Gruenenfelder, Recreation Supt. (314) 963-8681

egruenenfelder@brentwoodmo.org



The mission of Brentwood Parks and Recreation Department was to provide exceptional spaces and opportunities for a sustainable future that best serve the evolving needs of the community. Chiodini Architects was instrumental in the planning and redesign of the complex, creating complete ADA accessibility. Other improvements included increasing locker room size, larger restrooms, a designated Welcome Desk, skate rental area, updated office space and a reconfigured party room, helping to improve foot traffic flow. New equipment, furniture and fixtures were included in the renovation. A newly furnished multi-purpose room, a demonstration kitchen, and small fitness area are also new to the facility.

Palm Beach North Athletic Facility

Palm Beach Gardens, Florida

Facility Type: Community Ice and Athletic Center

Client: Palm Beach North Athletic Foundation

Size: 225,000 square feet

Seating: 500 Premier Rink | 500 2nd Rink

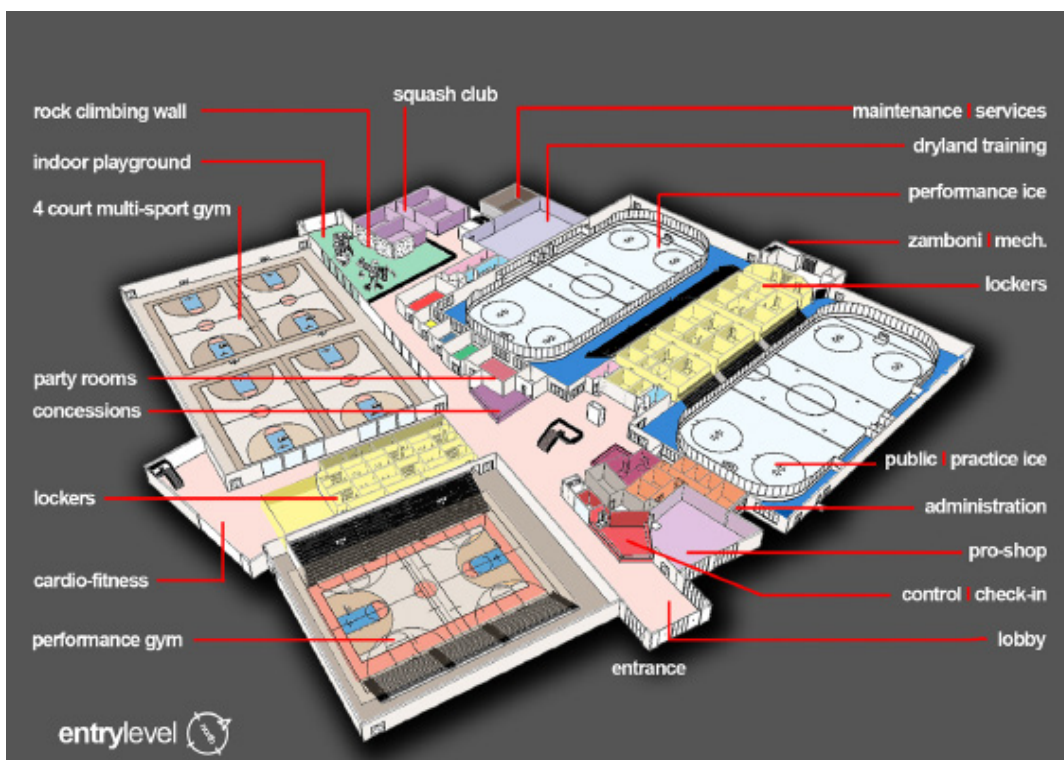
Completion Date: Design Development

Team Member: Lou Chiodini | Greg Uphoff | Michael Chiodini

Reference: Jeff Campol jeff@campolconsultinggroup.com

Chiodini
ARCHITECTS

954-647-8090



Palm Beach North Athletic Foundation (PBNAF) is a non-profit 501 c3 comprised of passionate individuals committed to developing a state of the art indoor multi-sport recreational facility in Palm Beach Gardens through a public-private partnership.

Project to provide a world class community recreation facility that will provide athletes of all ages and abilities a safe, state of the art environment to help them achieve their goals.

St. Joseph Cottleville

St. Louis County Missouri



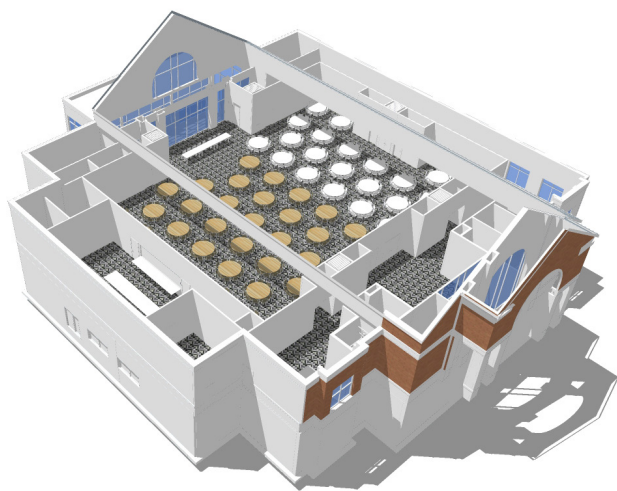
Facility Type: Parish Hall | Multi-Purpose Center | Early Child Care

Client: St. Louis Archdiocese

Size: 21,150 square feet Cost: \$ 6.2M

Prime Team Member: Michael Chiodini | Greg Uphoff

Reference: Rev. James P. Callahan Pastor (636) 441-0055 info@stjoecot.org



St. Joseph's new Parish Hall was planned to blend with the existing campus context, coordinate with a future road easement, and accommodate a steeply sloping site without reducing the existing parking count. The Parish Hall and lower level Preschool entries were able to be designed to be completely autonomous by using the sloping site for direct lower level access and Preschool Drop off/Pick up area. This allows the upper and lower levels of the building to be utilized completely independently from each other throughout the day; not only contributing to the multi-use/flexibility of function of the building, but also for additional safety and security for the Preschool.

Shalom City of Peace Family Center

St. Louis Missouri

Facility Type: Youth Community Center

Client: Shalom City of Peace

Size: 40,000 square feet Cost: \$ 7.5M

Prime Team Member: Michael Chiodini | Greg Uphoff | Lou Chiodini



Reference: Minister Anthony Jones - Executive Minister (314) 3653.2300

shalomchurch@shalomccop.org



Anticipated to be one of the first permanent large-scale air-inflated structures in the St. Louis area, Shalom City of Peace Church is planning a 40,000 sf Youth Community Center. Scope and Budget development for the facility is currently in progress.



R.P. Lumber | Community | Ice Center

Edwardsville Illinois

Facility Type: Community Ice and Athletic Center

Client: City of Edwardsville

Size: 65,000 square feet Cost: \$11 Million

Prime Team Member: Michael Chiodini | Sue King | Greg Uphoff



Reference: Ryan Zwijack - City Engineer

(618) 692-7535

rwijack@cityofedwardsville.com



Chiodini Architects was chosen to design a new 65,000 sf sports complex in Edwardsville, Illinois. The highlight of this project is an NHL regulation size ice rink with 1,000 seat capacity. An elevated, 1/8 mile, four lane indoor running track will span the facility. Users of the sports complex will also be able to take advantage of the 3,500 sf fitness area, teen center, meeting rooms and concessions.



Statement of Qualifications

At Chiodini Architects, we take pride in our exceptional qualifications and extensive experience in delivering successful projects that align seamlessly with the unique needs of municipalities. Our team of dedicated professionals brings a wealth of knowledge and expertise to ensure the project's success while adhering to strict timelines and budgets. Our portfolio includes a wide range of projects, from new buildings to adaptive reuse. Adaptive reuse involves the transformation of outdated and inefficient structures into modern, efficient buildings, thereby enhancing their utility for the communities they serve.

We understand the importance of adhering to project timelines. Our firm's meticulous planning and efficient project management methodologies ensure that every milestone is met promptly, minimizing disruptions to the city's operations.

In addition, Chiodini's commitment to fiscal responsibility is unwavering. Through rigorous cost estimation and management practices, we have consistently delivered projects without exceeding allocated budgets, as can be seen throughout our qualifications, as well as through verification with our references.

Project Understanding+Approach

Renovation+Conversion

Inspiration:

The Berkeley Community's needs + expectations are the foundation – we build on that foundation, listen carefully, and guide you to a creative, economical, and efficient solution.

Existing Facility Analysis + Program Development

Inspection of all building systems. Development of project of space needs to fulfill community center uses.

Collaboration:

We set the stage for the Team's collaboration. Everyone's input is valued – we work together with client, stakeholders, GC, and consultants to maintain open and clear communication throughout.

Quality Document Production:

The Chiodini Team will provide quality design and construction documents. We utilize BIM/Revit to allow for effective communication of design ideas. Using a 3D digital representation of the final building, we can better identify and resolve potential conflicts - avoiding costly change orders and time delays.

Controlling Costs Without Cutting Corners:

There is no other option than to design within the appropriately established project budget. We will prepare and develop strategies that create the greatest value within budget parameters. We will start macro budgeting from the awarded project kickoff meeting to arrive at a comprehensive understanding of the big picture and a ranking of priorities.

Communication:

We have developed tools and techniques to insulate our projects from pitfalls. The combination of daily communications, weekly and monthly status reports, along with the close working relationship we establish, makes for a smooth transition from planning and pre-design services to design and construction, to move-in and ongoing follow-through.

Budget Maintenance:

Our internal reviews at each phase of a project leads to our outstanding reputation of meeting both budgets and schedules.

Diversity Commitment:

Over 55% of our staff are minorities or women and over 50% of our consultants are MBE/WBE Certified - Our Inclusive culture empowers all of us to connect, belong, and grow!

Schedule Control

Chiodini has an excellent track record in schedule control. We believe this is attributable to our keeping timing issues at the forefront of the design process, resolving key issues at the appropriate times, and predicting where changes may be likely to occur and then keeping changes to a minimum. As part of our services, we will prepare, monitor, and update the overall design schedule and

Liability Claims

Neither Louis G. Chiodini, Inc. (dba Chiodini Architects) nor any of its officers has had any professional liability, civil or criminal claims, judgments, or suits.

Budget Control

Chiodini Architects and Our Team have a long, on-going successful working relationship in the development and maintenance of project budgets. We have gained a clear understanding of the level of detail and completeness of information that is necessary to establish an initial budget and the required further level of document development required to continue to provide meaningful cost estimates. Document development, project schedule, and progressive cost estimates must be managed to produce continual meaningful data. In other words, documents may be progressing on schedule from an overall percentage of completion basis but may still require the incorporation or development of elements having significant impact on cost to provide meaningful progress cost estimate information.

Managing the cost estimating process means understanding specific requirements for each progress cost estimate to provide meaningful information – too often estimators are given project progress information just to ‘meet’ overall project schedules. However, without further development of critical project components, the estimate provides nearly the same information as previously developed cost estimates – limiting the usefulness of this critical project tool.

Record of Budget+Past Performance

Our Team has a history of meeting deadlines and delivering projects that are within the owner’s budget and schedule. We have never missed a deadline for project submittal and are well-known in the industry for our A+ construction document preparation.

	Budget	Final Cost
2023 Greensfelder Ice Complex	\$ 8,500,000	\$ 8,822,000
2022 Edwardsville Community Center	\$ 11,000,000	\$ 10,800,000
2020 Maryville Hockey Center	\$ 22,400,000	\$ 22,100,000
2019 Affton Ice Rink	\$ 2,552,000	\$ 2,449,824
2017 Brentwood Community Center	\$ 7,100,000	\$ 6,845,962

Chiodini 2023 Billing Rate Table

Principal/Managing Partner	\$250	Effective January 1, 2023 through December 31, 2023; subject to a minimum 5% increase at beginning of subsequent calendar year.
Sr. Project Director	\$210	
Director of Design	\$225	
Sr. Project Manager	\$210	
Director of Interior Design	\$205	
Director of Graphic Design	\$195	
Project Manager	\$195	
Project Architect	\$175	
Architect	\$130	
Associate Architect	\$110	
Administration/Intern	\$ 95	

Projected Cost - Architectural Design

Complete Cost

We would price our services for full architectural and engineering design; including – Civil Engineering, Mechanical, Electrical, Plumbing, Structural Engineering Landscaping services at a range of 8 to 10% of construction cost. This number is dependent upon scope of work and building type.

Projected Cost for Architectural/Engineering Design plus Construction Administration – For the above services plus Construction Administration Chiodini Architects would add 1-2% to the cost of construction.

We would love the opportunity to discuss this project and our qualifications in more detail.

Current Market Conditions

Current market conditions in the construction industry affect a project in two ways. First, supply chain issues have made us all hyper aware of the need to address construction items with long lead times early in the project planning period. And second, we understand the shortages in material have caused prices to accelerate. Chiodini Architects will work with our entire Team to identify areas where we can maximize value to help our projects stay within budget.

Overall, we believe the project schedule is a vital tool for all members of the project team. During preconstruction, we will identify items that require immediate design attention or building materials that have lengthy delivery periods—minimizing the impact on your project timeline.

Sustainable Design

VALUE ANALYSIS & LIFE CYCLE COST

Accurate cost estimating, cost control and Value Engineering is a continual process that involves users working in concert with the design team and is a pro-active process that must be implemented at initial conceptual/schematic design stages; where cost control is most effective and insight into the specific drivers of project cost can be identified. For the most effective cost control, elements of value analysis and life-cycle analysis must be incorporated with continuous validation to keep the project on budget. Our culture of cost-consciousness means that every time we present a decision, we also present the cost implications. We make sure the budget meets the Clients budget before it goes out for bid.

We utilize value analysis during schematic and design development phases; focusing on identifying the true value of an item to the owner. It is a balance of scope, budget, and quality. Our approach to value analysis emphasizes the value received as opposed to concentrating solely on initial cost. We see maintainability, function, and energy consumption as key factors important in the evaluation of alternative technologies and designs.

Over the years, Chiodini Architects has maintained leadership in environmental sensitivity and responsible design and has expanded that effort since becoming LEED certified.

Chiodini Architects is genuinely committed to the best interests of clients and community. In as much, we are dedicated to responsible stewardship of our environmental resources in all our decisions and actions. We aspire to instill sustainable practices in ways that are measurable and transparent. Through demonstrated leadership we aim to actively engage our clients in support of sustainability.

LEED design has become an integral part of our practice & decision making on projects, from adaptive reuse through new facility design.

References

City of Berkeley

Babatunde Deinbo - Berkeley Mayor bdeinbo@ci.berkeley.mo.us
Nathan Mai-Lombardo, CPM - Berkeley City Manager Nathan@ci.berkeley.mo.us
James Linhardt - Berkeley Fire Chief linhardt@ci.berkeley.mo.us
Re: City New Fire House and Public Works Facility

City of Edwardsville, IL

Art Risavy - Mayor mayor@cityofedwardsville.com
Kevin Head - City Administrator khead@cityofedwardsville.com
Eric Williams - Director of Publicworks ewilliams@cityofedwardsville.com
Ryan Zwiack - City Engineer kzwiack@cityofedwardsville.com
Nate Tingley - Director of Parks & Recreation ntingley@cityofedwardsville.com
Re: City of Edwardsville RP Lumber Community Center I Ice Rink

Douglas Lee

City of Wentzville - City Administrator
636.639.2052 douglas.lee@wentzvillemo.org
Re: City of Wentzville Government Ceter

Eric Gruenenfelder

Recreation Supt., Brentwood Recreation Complex
314-963-8681 egrundenfelder@brentwoodmo.org
Re: City of Brentwood - Community Complex

Mark Kraus

President of Chesterfield Hockey Assoc.
314.409.5280 markkra@gmail.com
Re: Maryville University Ice Complex

Patricia Litty

Project Manager, Design & Construction Missouri University of S&T
(573) 341.4865 litty@mst.edu
Re: Gymnasium | Fitness Expansion + Renovations

Since joining the University the project which continues to be the one I am most proud of is the fitness center and gymnasium Chiodini designed for us. Very creative.

Pat Litty
Project Manager, Design, Construction & Space Management
Missouri S&T

We sure picked the right team! Chiodini was there with us every step of the way. Not only did they assure we stayed on budget and on schedule, but they were essential in helping us bring The R.P. Lumber Center Recreational Center to fruition.

Kevin Head **City Administrator**
City of Edwardsville, IL

"Your willingness to seek alternatives and find a remarkably better solution is one of the many reasons why I enjoy working with all of you. You listen to your client (us) and you strive to provide us what we are looking to achieve despite whatever obstacles are placed in the way. I just wanted all of you to know how much I appreciate all you do and the great work you're doing for our project. There are many reasons to be thankful this holiday season, but I am certainly thankful we picked your firm for this project.

Eric Hanson Former City of Ballwin
Administrator
(Assistant Manager – Town of Normal, IL)

Equity+Inclusion - Team Diversity

Diverse Consultant and Supplier Program

Chiodini Architects is working to develop a comprehensive Diverse Consultant and Supplier Program to ensure that our project teams reflect the diversity values of our firm, our clients, and the demographics of the local market. We have a long history of Teaming with quality MBE and WBE Consultant firms, and are proud to state that over 50% of our staff are highly qualified minority and women professionals. Over 50% of our consultants are MBE / DBE / WBE on all projects.

E-Verify Certification



E-Verify is an internet-based system that compares information from your Form I-9, Employment Eligibility Verification, to records available to the U.S. Department of Homeland Security (DHS) and Social Security Administration (SSA) to confirm that you are authorized to work in the United States.

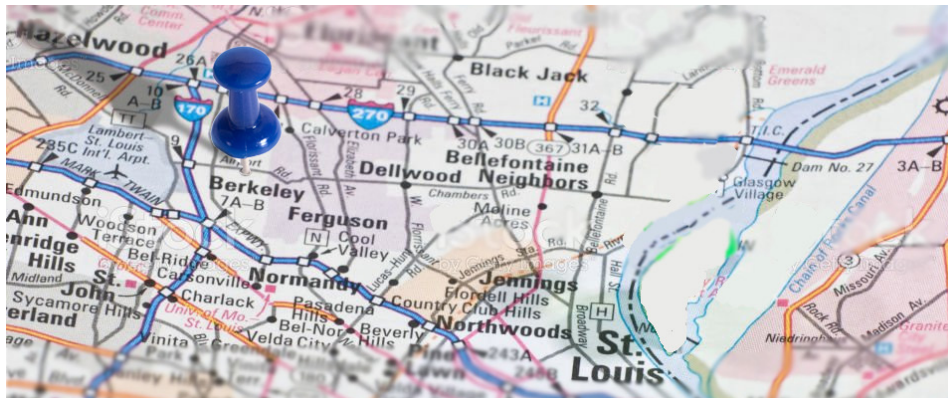
Collaborative Approach

Client | Architect | Contractor - Start to Finish

We have a long, successful and collaborative relationship with each of the consultants on our Team. These long established and continuing professional relationships are invaluable to the success of a project, bringing a significant level of familiarity and trust that yields process and project efficiencies and economics and project budget and schedule maintenance assurances. We will make it a priority to connect on a deep level with the City of Berkeley so we are consistently working as one for the ultimate success of the project.

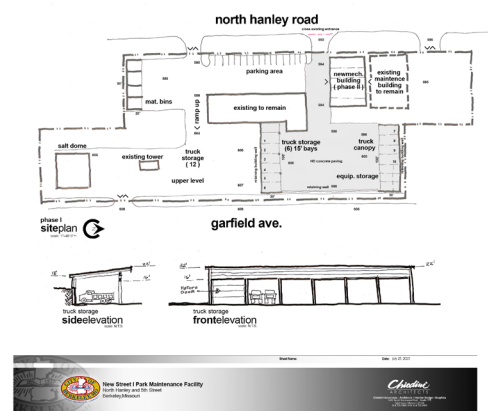
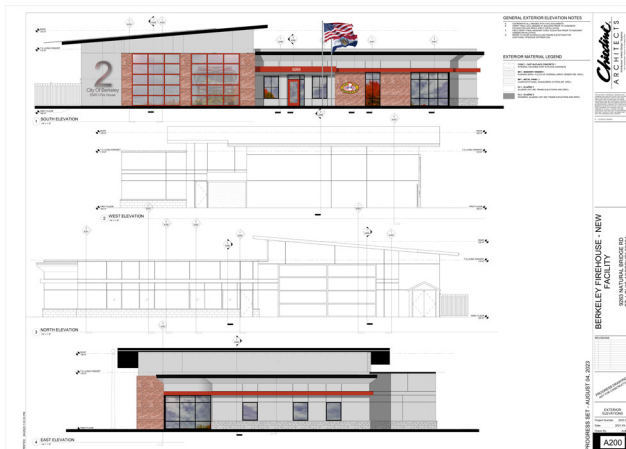
Proximity

Chiodini Architects is located at Brentwood Blvd. and Highway 40, 15 minutes from the City of Berkeley. Additionally, Michael and Lou Chiodini are available 24/7 should you have questions or need guidance concerning your project.



Familiarity

Chiodini is very familiar with City of Berkeley, working within the city on current projects like, Firehouse #2 and the new Public Works facility.

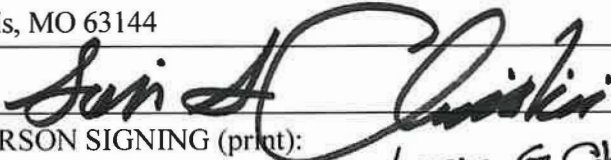


ATTACHMENT C
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP").

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections of the Code of Missouri.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
Louis G. Chiodini, Inc.
ADDRESS:
1401 S. Brentwood Blvd. Suite 575
Saint Louis, MO 63144
SIGNATURE: 
NAME OF PERSON SIGNING (print): Louis G. Chiodini
TITLE: Principal
TELEPHONE: 314-725-5588
FAX:
E-MAIL ADDRESS: lchiodini@chiodini.com
DATE: 08/14/2023

ATTACHMENT D

MISSOURI STATE SECRETARY OF STATE (SOS) REGISTRATION INFORMATION

The Bidder or Offeror:

- ☒ is a corporation or other business entity with the following SOS identification number:
00166180 -OR-
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Missouri (not counting any employees or agents in Missouri who merely solicit orders that require acceptance outside Missouri before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Missouri that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Missouri from offeror's out-of-state location) -OR-
- ☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's/Offeror's current contacts with Missouri and describes why those contacts do not constitute the transaction of business in Missouri within the meaning of § or other similar provisions in Titles or of the Missouri State Statutes.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SOS an application for authority to transact business in the State of Missouri and wish to be considered for a waiver to allow you to submit the SOS identification number after the due date for bids/proposals: ☐



Request for Proposal

RFP#

**Professional Architectural and Engineering Services,
Renovation/Conversion of Airport Elementary School to Berkeley
Community Center, 8429 Airport Road**

Issue Date: August 3, 2023

Due Date: August 16, 2023, 2:00 p.m.

City of Berkeley
8425 Airport Road
Berkeley, Missouri 63134



Title: **Professional Architectural and Engineering Services,
Renovation/Conversion of Airport Elementary
School to Berkeley Community Center
8429 Airport Road**

RFP#:

Issue Date: August 3, 2023

Due Date: August 16, 2023

The City of Berkeley is soliciting proposals for Renovation/Conversion of Airport Elementary School to Berkeley Community Center in Berkeley (8429 Airport Road).

Qualified firms should respond with five (5) hard copies and one (1) electronic copy of their qualifications to include the following information. Limit submissions to 15 single sided 8 ½ x 11 pages. Covers and tabs are not part of the page count. Please include:

1. General information about the company.
2. Key personnel of the firm and their experience and qualifications. Provide information for any subcontractors as well. Please be brief.
3. Five (5) examples of experience with related projects including ability to work within budget constraints and ability to meet schedules.
4. References.
5. Please include total costs for the project including all necessary subcontractors.

All submissions must be received by 12 p.m. CST, Friday, August 16, 2023 to the attention of:

Nathan Mai-Lombardo, City Manager
Reference Proposal No. _____
The City of Berkeley
8425 Airport Rd.
Berkeley, MO 63134

Please direct RFP questions (via email) by August 11, 2023 to:

Nathan Mai-Lombardo, City Manager
nathan@ci.berkeley.mo.us

Any response made by the City will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative. Responses to the questions will be posted on the City's website: www.cityofberkeley.us will be posted by August 11th, 2023.

No late proposals will be accepted.

REQUEST FOR PROPOSALS
RFP:
Professional Architectural and Engineering Services,
Renovation/Conversion of Airport Elementary School to Berkeley
Community Center, 8429 Airport Road.
City of Berkeley, Missouri

I. SCOPE OF SERVICES

The City of Berkeley (“the City”) is requesting proposals from Architectural and Engineering firms to provide planning and design services for the renovation of a former school facility referred to as Airport Elementary School to be used as a community center. The facility is located at 8429 Airport Road. Airport Elementary School and gymnasium were constructed on this site in 1954. In the early 1980’s the parking lot adjacent to the school on the west was constructed. The School was closed in 2019 due to declining enrollment, and the City purchased the property in 2023.

The City envisions multiple uses for this facility, including a gymnasium, classroom and recreational spaces, fitness facilities, and space for seniors activities. The City also seeks to build a connection from the parking lot on the west side of the property through to Tyndall Drive on the north, with the anticipation of senior housing being built on the northern portion of the Property (which will be replatted as a separate parcel from the community center).

General Requirements:

A. The successful offeror shall provide planning, architectural and engineering services to include, but not be limited, to the following:

1. Provide engineering, landscape and testing services for the proposed site.
2. Prepare models, renderings, and graphics for public presentations.
3. Prepare conceptual and schematic designs and drawings.
4. Facilitate all lot consolidation and resubdivision/dedications as necessary.
5. Attend scheduled site meetings.
6. Make presentations as requested to report the progress of the project.
7. Prepare all construction drawings, specifications and bid documents.
8. File appropriate documents with all authorities as required by the City and all federal, state, and local codes/requirements.
9. Assist in the preparation of cost estimates and project schedules.
10. Provide other services as request by the City.

- B. The successful offeror and all consultants shall provide specifications that ensure all systems will be up to date technology and will be compatible with any relevant City infrastructure. In addition, the building and all systems shall be designed to be as energy efficient as possible.
- C. Time is of the essence; therefore, the successful offeror will be required to start immediately and complete each design phase on an accelerated schedule without sacrifice to the quality of the project. Budget and schedule adherence will be a requirement of any contract awarded as a result of this Request for Proposal.
- D. All plans and documents related to the design will become the property of the City. Any electronic copy of all as-built drawings and all specifications shall be provided to the City upon final completion of construction.

II. PROPOSAL REQUIREMENTS

Each offeror interested in submitting a proposal for consideration shall submit the detailed information described below in the requested format. An award for the requested services will be based on the best value of the services proposed.

A. Company Profile

Provide a letter of interest indicating the ability of the firm to provide the required services. This statement of interest shall include any information that is considered essential to the proposal, the name of the firm, the type of organization (proprietorship, partnership, corporation, etc.), ownership or parent company (identify name, address, telephone and fax numbers), the names of persons authorized to make representations for the firm (include their titles, address, telephone and email address). Name the location of the office in which the work is to be performed, list of professional staff located in that office, list of support staff working in that office and their primary responsibilities, and identify the office organization (horizontal, vertical, or other) and include an organizational chart. The letter of interest shall include the non-collusion statement below and must be signed by an individual authorized to conduct business for the firm.

"The offeror expressly warrants that the information submitted herein is not the result of an agreement expressed or implied with any other offeror or offerors in an attempt to influence or restrict competition."

B. Design Team

List the names of each design team member to be assigned to this project. Include their specific responsibilities for this project. In addition, provide a resume for each team member that concentrates on experience related to the area of responsibility with an emphasis on facility design.

C. Project Consultants

List all **outside** consultants your firm plans to utilize on these projects including mechanical, structural, electrical, civil, design, etc. Include names and addresses of principals, a listing of personnel and professional background information on each individual to be assigned to this project. Also include their plan for the project and an explanation of how the consultants will interface with your firm. Proposers may also provide several options per discipline if they wish to do so.

In addition, list any **specialty consultants** your firm plans to utilize including kitchen, technology, landscape (soft/hard), interior, etc. Provide the same information for each consulting firm as requested above. **The technology consultant must be prepared to assist in the technology challenges listed in the scope of work and must also have a plan to assist in life safety telecommunications that may be cellular based.**

Any change in the use of consultants by the successful offeror shall be approved by the City prior to commencement of work.

D. Experience With Similar Projects

Provide a list of similar design projects completed by your firm in the past five (5) years. Any design projects that were completed by professionals prior to joining your firm shall be listed separately with the resume of each individual professional. Above information shall include, at a minimum, the following: project name, location, nature of the firm's responsibility, the owner's information, (name, address, contact person, telephone number, email address) and estimated project cost.

E. Statement of Qualifications

Discuss in summary your firm's qualifications and why your services will benefit the City. Please emphasize your firm's ability to bring the project in on time and within budget. Give examples of successful similar project experiences.

F. Liability Claims

Describe the disposition of any liability claims over the last ten (10) years.

III. EVALUATION CRITERIA

Each proposal will be evaluated on the detail, quality and content of their proposal. The proposal shall be clear, factual and contain information necessary for a clear comparison of individual firms and the proposed services. Proposals will be evaluated on the criteria listed below:

A. Qualifications - Qualifications of the firm and their ability to complete the project on time and within budget as evidenced by past experience

Qualifications and experience of the design team, chosen consultants, and key personnel that will be specifically assigned to this project. **40 points**

- B. Experience** - Specialized experience of the firm in designing similar projects in the past ten (10) years. Evidence of your firm's ability to provide the requested design with absolute minimum number of changes due to design omissions and errors. Included in this evaluation criteria will require proposers to provide evidence of the ability to meet items found in the proposal requirements (Section II). **35 points**
- C. Methodologies** - Approach to the project and methodologies used in each phase of the project design. Include processes used, timelines, etc. Please include quality control measures used to determine adherence of the building contractor to the design. **25 points**

Maximum points: **100 points**

IV. SECTION IV SELECTION OF OFFEROR

- A.** The City will use the competitive negotiations process in selecting the offeror(s) to provide this service. The proposal, as submitted, will be evaluated by a review panel of City Employees. The lowest and best suited/qualified responses may be selected for formal and/or informal interviews. Selected vendors may be asked to demonstrate their complete program during the evaluation process. A scoring process will take place. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.
- B.** If the City determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
- C.** The City reserves the right to negotiate any and all aspects of the contract in the best interest of the City.
- D.** The City reserves the right to reject any or all proposals and will not be liable for any cost incurred in connection with the preparation and submission for this Request for Proposals.
- E.** The City reserves the right to award a contract or contracts as may be most advantageous to the City.
- F.** Notice of Award for this solicitation shall be in writing to the successful offeror and posted on the City's website.

Attachment A

GENERAL CONTRACT TERMS AND CONDITIONS

A. Annual Appropriations

It is understood and agreed that the contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Berkeley City Council. Should the Council fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "contractor") shall not be entitled to seek redress from the City or its elected officials, officers, agents, employees, or volunteers should the City Council fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The City reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Administration office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable.
4. Notice of award or intent to award shall be posted on the City's website.

C. Collusion

By submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of Missouri State Statutes.

D. Compensation

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in Berkeley City, Missouri, and shall be governed by the applicable laws of the State of Missouri without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Circuit Court of St. Louis County, Missouri.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the City may consider the Successful Offeror to be in default. In the event of default, the City will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the City's notice of default.
2. If the Successful Offeror fails to cure said default within 20 days, the City, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the City in completing the work to a capability equal to that specified in the Contract.

G. Discussion of Exceptions to the RFP

This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. **Therefore, Offerors shall explicitly identify any exception to any provisions of the RFP in a separate "Exceptions to RFP" section of the proposal so that such exceptions may be resolved before execution of the Contract.** In case of any conflict between the RFP and any other Contract documents, the RFP shall control unless the Contract documents explicitly provide otherwise.

H. Drug-Free Workplace to be Maintained by the Contractor

1. During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Missouri State Statutes, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

I. Employment Discrimination by Contractor Prohibited

1. During the performance of this Contract, the contractor agrees as follows\:
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

J. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless Berkeley City, the City's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the City's sole negligence.

K. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and Berkeley and Berkeley's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment B)**

L. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all City, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with Berkeley officials in performing the Contract work so that interference with normal operations will be held to a minimum.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the City.

M. Ownership of Deliverable and Related Products

1. The City shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so.

To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the City.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the City.

N. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this RFP. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract

amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the City on demand and without advance notice during the Successful Offeror's normal working hours.

2. City personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this RFP. Files would be available on demand and without notice during normal working hours.

O. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

P. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the City. In the event that the Successful Offeror desires to subcontract some part of the work specified in the Contract, the Successful Offeror shall furnish the City the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

Q. Taxes

1. The Successful Offeror shall pay all City, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between Berkeley and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of Berkeley, and Berkeley shall be held harmless for same by the Successful Offeror.
2. Berkeley is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

R. Termination of Contract

1. The City reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the City.
3. Notwithstanding anything to the contrary contained in the Contract between the City and the Successful Offeror, the City may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.

4. If the City terminates the Contract, the Successful Offeror will be paid by the City for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

S. Environmental Management

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations. The City emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate City staff.

T. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Missouri Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the State of Missouri and issued by the Department of Labor and Industry under Title ' ' of the Code of Missouri shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the City determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the City to discontinue such practice.

ATTACHMENT B

INSURANCE SPECIFICATIONS

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and shall deliver a Certificate of Insurance from carriers licensed to do business in the State of Missouri. The Certificate shall show the Berkeley City named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Bests or a rating acceptable to the City. In addition, the insurer shall agree to give the City 30 days' notice of its decision to cancel coverage.

Workers' Compensation

Statutory Missouri Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
 \$100,000 for each Disease by employee
 \$500,000 policy limit by Disease

Commercial General Liability - Combined Single Limit

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage, unless given the scope of the work this requirement is waived by Risk Management.

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The City makes no representation or warranty as to how the Vendor's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$3,000,000 per occurrence. This insurance shall apply as primary and non-contributory with respect to any other insurance or self-insurance programs afforded Berkeley City. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Missouri requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Missouri.

ATTACHMENT C
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP").

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections of the Code of Missouri.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

ATTACHMENT D

MISSOURI STATE SECRETARY OF STATE (SOS) REGISTRATION INFORMATION

The Bidder or Offeror:

- ☐ is a corporation or other business entity with the following SOS identification number:
_____ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Missouri (not counting any employees or agents in Missouri who merely solicit orders that require acceptance outside Missouri before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Missouri that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Missouri from offeror's out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's/Offeror's current contacts with Missouri and describes why those contacts do not constitute the transaction of business in Missouri within the meaning of § or other similar provisions in Titles or of the Missouri State Statutes.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SOS an application for authority to transact business in the State of Missouri and wish to be considered for a waiver to allow you to submit the SOS identification number after the due date for bids/proposals: ☐

ATTACHMENT E
AERIAL MAP WITH INTENDED USES

(breakouts for street connection and senior housing property are approximate)

