

ORDINANCE NO. 2889

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF COLUMBIA, ILLINOIS TO EXECUTE AN AGREEMENT WITH SWT DESIGN OF ST LOUIS TO PROVIDE PARK MASTER PLANNING DESIGN SERVICES FOR THE ADMIRAL TROST DEVELOPMENT SUBDIVISION PARK

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 6th day of September, 2011**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia, Illinois
this 6th day of September, 2011**

SEP 06 2011

ORDINANCE NO. 2889

J. Ronald Colyer
City Clerk

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF COLUMBIA, ILLINOIS TO EXECUTE AN AGREEMENT WITH SWT DESIGN OF ST LOUIS TO PROVIDE PARK MASTER PLANNING DESIGN SERVICES FOR THE ADMIRAL TROST DEVELOPMENT SUBDIVISION PARK

WHEREAS, when the Admiral Trost Development Subdivision was platted in 1994, Lot 13 was set aside for future development for parks & recreation by the City of Columbia;

WHEREAS, this parcel presents certain challenges to development from its location largely in the 100-year flood plain of Carr and Wilson creeks;

WHEREAS, Columbia Unit School District 4 and the Blue Jay Football Association, among other groups, have expressed interest in partnering with the City of Columbia in development of future recreational facilities on this site;

WHEREAS, the first step in development of the parcel is to create a Master Plan with broad input from the general public as well as from agencies and groups with a particular interest in development of the site;

WHEREAS, in June, 2011 the Columbia City Council issued a Request for Proposals (RFP) for professional services in support of the completion of such a Master Plan;

WHEREAS, the Columbia Play Commission reviewed all responses and recommended SWT Design as the contractor of first choice; and

WHEREAS, in August, 2011 the Mayor and City Council approved the recommendation and authorized the Director of Community & Economic Development to negotiate an Agreement with SWT Design.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The Mayor is hereby authorized to sign the attached Agreement; and, the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City, in as many counter parts as the Mayor shall decide.

Section 2. This Ordinance shall be in full force and effect from and after its passage, as provided by law.

Alderman Niemietz moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Huch, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Mathews, Piazza and Reis.

NAYS: None.

ABSENT: None.

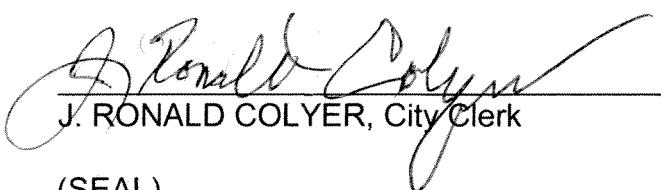
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 6th day of June, 2011.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting Municipal Clerk of the City of Columbia, Illinois.

I further certify that on the 6th day of September, 2011, the Corporate Authorities of the City of Columbia, Illinois passed and approved Ordinance No. 2889, entitled:

"AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF COLUMBIA, ILLINOIS TO EXECUTE AN AGREEMENT WITH SWT DESIGN OF ST LOUIS TO PROVIDE PARK MASTER PLANNING DESIGN SERVICES FOR THE ADMIRAL TROST DEVELOPMENT SUBDIVISION PARK"

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2889, including the ordinance and a cover sheet thereof, was prepared and a copy of such ordinance will be posted in the Columbia City Hall, commencing on the 7th day of September, 2011 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also available for public inspection upon request at the office of the City Clerk.

DATED at Columbia, Illinois this 6th day of September, 2011.



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

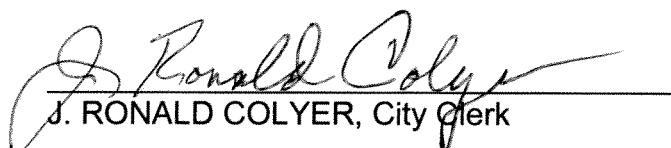
I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2889, entitled:

"AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF COLUMBIA, ILLINOIS TO EXECUTE AN AGREEMENT WITH SWT DESIGN OF ST LOUIS TO PROVIDE PARK MASTER PLANNING DESIGN SERVICES FOR THE ADMIRAL TROST DEVELOPMENT SUBDIVISION PARK"

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 6th day of September, 2011.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 6th day of September, 2011.


J. RONALD COLYER, City Clerk

(SEAL)



September 1, 2011

Kevin Hutchinson
Mayor
City of Columbia
208 S. Rapp Ave.
Columbia, IL 62236

RE: Master Plan Proposal – Admiral Trost Development Subdivision Park

Dear Mayor Hutchinson:

Thank you for giving SWT Design the opportunity to submit this proposal for professional Park Master Planning Design Services for a new 33.8 acre community park within the Admiral Trost Development. Upon your signature hereto, this letter shall act as a contract for professional master planning services ("Agreement") between SWT Design, Inc., hereinafter referred to as SWT and the City of Columbia, IL, hereinafter referred to as Client, for the following scope of services as outlined herein.

Article 1: Landscape Architect's Basic Services

TASK 1 - INVENTORY AND SITE ANALYSIS

In this phase the SWT Design Team will work with the Client to finalize the project scope and schedule, and compile an understanding of the park site and opportunities for the park development.

Task 1.1 - Participate in preliminary meeting with Client staff to review project parameters, gather necessary materials, identify additional information required, review community involvement strategies and establish project timetable.

Task 1.2 - Conduct site visit with Client staff and others.

Task 1.3 - Prepare a base map identifying and locating natural and man-made features, including topography, wetlands, streams, vegetation, utilities, structures, boundaries and other features as necessary. (Based on Client provided site survey and GIS data)

Task 1.4 - Prepare a graphic summarizing site opportunities and constraints at an appropriate scale, using both existing and prepared maps, surveys, GIS data and other available information.

Task 1.5 - Prepare a final report that summarizes identified opportunities and challenges.

Task 1.6 - Attend meeting(s) with Client staff to discuss the results of the inventory and analysis.

Products of Task 1

Provide a clear understanding of the project scope and schedule, and a deliverable package summarizing the existing conditions, opportunities, and challenges associated with the park site. This bound submittal will include, but is not limited to, a park site plan identifying existing conditions (CAD / GIS format), photo inventory of the park site, graphic and narrative summarization of opportunities and challenges identified with the park property, and summary of input and feedback from Client Staff.

Meetings for Phase 1

- 1 –Client Staff and Team “Kick-Off” Meeting
- 1 – Client Staff and Team Site Visit and Review Meeting
- 1 – Client Staff and Team Inventory and Analysis Review and Coordination Meeting

TASK 2 - PARK PROGRAMMING

In this task the SWT Design Team will initiate the public input process and develop a preliminary program for the park to define the use, character, and design criteria for the park. This program will be the basis for master plan concepts developed in Task 3.

Task 2.1 - Facilitate and conducting a community workshop to ascertain public sentiment towards needs, desires, opportunities and constraints.

Task 2.2 - Identify and meet with public and private stakeholders to discuss need and opportunities for partnership.

Task 2.3 - Based upon the results of site analysis, technical input and public workshops, develop a preliminary park design program detailing proposed use, design character and design criteria.

Products of Phase 2

A bound deliverable package summarizing the preliminary program for the park property, and public, stakeholder, and staff input received during this phase.

Meetings for Phase 2

- 1 – Client Staff and Team Meetings
- 1 – Community Public Engagement Meeting
- 1 – Stakeholder Open House

TASK 3 - MASTER PLAN DEVELOPMENT

In this task the SWT Design Team will advance the Client approved preliminary program to create concept design alternatives for the park with development, operation, and maintenance cost opinions. These concepts will be reviewed and discussed with Client Staff, Commissions, Council, the community, and permitting agencies. A preferred alternative will be developed based on input received. This alternative and associated costs and implementation phasing will be reviewed and discussed with the Client, Council, Commissions and community prior to final revisions and development of the Final Master Plan. A final master plan document will be provided to the Client.

Task 3.1 - Assisting Client staff in establishing evaluation criteria for schematic alternatives.

Task 3.2 - Preparing two to three schematic design alternatives based upon the approved design program with operational/maintenance cost models.

Task 3.3 - Preparing a narrative which summarizes the existing conditions, design alternatives, cost implications and regulatory criteria, and identifies issues which require further study at the next stage of project development.

Task 3.4 - Meeting with Client staff to review the design alternatives.

Task 3.5 - Conduct a community workshop to solicit input on the schematic design alternatives.

Task 3.6 - Meet with appropriate City, County, State, and Federal permitting authorities to review initial schematic design direction.

Task 3.7 - Provide briefing(s) to City Council.

Task 3.8 - Create a preferred alternative (draft Master Plan) based upon the preferred elements from the alternative designs and consistent with the approved design program.

Task 3.9 - Create a draft implementation strategy/phasing program for development of the park identifying priorities for improvements, responsibilities for improvements and a timeline for implementing improvements.

Task 3.10 - Identify scope and schedule of permitting process.

Task 3.11 - Attend meeting(s) with Client staff to review draft Master Plan and phasing program.

Task 3.12 - Conduct a community workshop to review draft Master Plan.

Task 3.13 - Refine the draft Master Plan, phasing and cost estimates, incorporating gathered input from community workshop and staff meetings.

Task 3.11 - Meet with Client staff to review the refined Master Plan.

Task 3.14 - Present the Final Master Plan to staff, Play and Plan commissions and City Council.

Task 3.15 - Complete the environmental checklist for the Master Plan.

Products of Phase 3

A complete master plan document with narrative, graphics, mapping (GIS / Cadd) and costing (1 color print copy and one digital copy on CD).

Meetings for Phase 3

- 4 –Client Staff and Team Meetings
- 2 – Public Input Workshops
- 2 – City Council and Commissions Presentation
- 1 – Meeting with Permitting Authorities

Article 2: Work Not Included in Basic Services

- a) Soils/Geotechnical Investigation
- b) Civil Engineering
- c) Environmental Impact Statements
- d) Project Survey and Base Mapping
- e) Structural Engineering
- f) Electrical Engineering
- g) Schematic / Design Development / Construction Documents
- h) Bidding & Negotiation / Construction Observation Services
- i) Perspective Renderings

Article 3: Standards

- a) SWT agrees to provide its professional services in accordance with the highest standards of its profession. SWT agrees to put forth its best efforts to comply with codes, laws and regulations in effect.

Article 4: Compensation and Payments

- a) The fee for services outlined in this proposal is based on a Lump Sum of \$25,000.00, including direct expenses as defined in article 4b.

SWT will submit billing monthly to the City of Columbia on a percentage of completion basis.

- b) Direct expenses, i.e., report materials, personal car mileage, long-distance phone, photography, blueprinting, delivery service, etc., are included in the above fees. If SWT incurs more than \$1,000.00 in direct expenses SWT will notify Client in writing, in advance, to request consideration of additional direct expenses. If sub-consultants, other than team member SCI Engineering, are needed for additional work items, SWT and the Client will mutually agree. Billing for SWT fees and reimbursable expenses will be submitted monthly. Payment shall be due within 30 days from date of invoice.

c) Additional services will be billed on an hourly basis at the following rates:

Principal	\$145.00/hr
Senior Designer	\$125.00/hr
Senior Landscape Architect	\$105.00/hr
Design Associate I	\$90.00/hr
Design Associate II	\$80.00/hr
Design Associate III	\$70.00/hr
Design Associate IV	\$60.00/hr
Administrative/Clerical.....	\$50.00/hr

Article 5: Project Schedule

Project schedule shall be determined during Task 1.

Article 6: Client's Responsibilities

- a) Client agrees to provide SWT with all necessary approved information, surveys, reports and professional recommendations requested by SWT to provide its professional services.
- b) Client agrees to advise SWT of any known or suspected contaminants at the Project site.
- c) Client will be responsible for all necessary permits from authorities having jurisdiction over the Project.

Article 7: Cost Opinions

- a) As the Landscape Architect, SWT has no control over construction methodologies, costs or Contractor's prices. Since any construction cost opinions are made on the basis of SWT's experience and judgment as a design professional, it cannot and does not warrant or guarantee that Contractor's proposals, bids, or costs will not vary from its estimates.

Article 8: Termination

- a) Client may terminate this Agreement upon seven days written notice.
- b) If terminated, Client agrees to pay SWT for all Basic and Additional Services rendered and authorized Reimbursable Expenses incurred up to the date of termination.
- c) Subject to Article 4 hereof, upon not less than seven days' written notice, SWT may suspend the performance of its services if Client fails to pay SWT in full for services rendered or expenses incurred. SWT shall have no liability because of such suspension of service or termination due to nonpayment.

Article 9: Dispute Resolution

- a) Client and SWT agree to mediate claims or disputes arising out of or in relation to this Agreement as a condition precedent to litigation provided a demand for mediation shall be made within a reasonable time after a claim or dispute arises. The parties agree to participate in

mediation in good faith. The mediation shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or any other mediation service acceptable to the parties. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

Article 10: Ownership and Use of Documents

- a) Plans, Drawings, Schedules and other documents, including those in electronic form, prepared by SWT or SWT's consultants, if any, are Instruments of Service. Nevertheless, upon execution of this Agreement, SWT grants to the Client a nonexclusive license to use and reproduce SWT's Instruments of Service prepared under this Agreement for the purposes of constructing, using and maintaining the Project, including any additions thereto or extensions thereof; provided that the Client shall comply with all obligations, including payment of all sums when due, under this Agreement. Client shall not use such Instruments of Services for any unrelated project nor make modifications to documents without SWT's written authorization. If this Agreement terminates for any reason prior to the completion of the Project, the Client shall have the right to authorize similarly credentialed design professionals to reproduce, and where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for the purpose of completing, using and maintaining the Project. Should any of the Instruments of Service be used by any party subsequent to termination of this Agreement, which are incomplete or unfinished, or which are subsequently materially changed, corrected or amended, SWT disclaims any warranty, representation or standard concerning such Instruments of Service, and any subsequent use of incomplete or unfinished or materially changed Instruments of Service is at the risk of Client, and for which SWT assumes no responsibility. Upon the earlier termination of this Agreement, and upon payment for all services performed by SWT as provided by this Agreement, SWT shall deliver to the Client reproductions of all Instruments of Service for the Project which are then in progress and which have not been previously delivered to the Client. If a dispute exists between the Client and SWT regarding any amount claimed due to SWT, SWT shall deliver to the Client the documents referenced above, and upon resolution of such dispute, Client shall promptly pay SWT the amount determined due to SWT, if any.
- b) SWT reserves the right to include representations of the Project in its promotional and professional materials.

Article 11: Governing Law

- a) This Agreement is governed by the law of the State of Illinois.

Article 12: Entire Agreement and Severability

- a) This Agreement is the entire and integrated agreement between the Client and SWT and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and SWT.
- b) In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

Article 13: Miscellaneous

- a) Neither party can assign this Agreement without the other party's written permission.
- b) SWT's designated and authorized representative is Jim Wolterman, Co-Founding Principal of SWT Design. SWT shall not replace such representative throughout the term of this Project unless such personnel leaves the employ of SWT or is otherwise unable to perform the services required hereunder. In the event the Client agrees to the replacement of such personnel, or such personnel leave the employ of SWT or are otherwise unable to perform the services required, SWT shall propose substitute personnel with substantially similar qualifications and experience within fourteen (14) days. Such personnel shall be subject to the Client's approval. In the event the Client does not approve such substitute personnel, Client may terminate this Agreement.

Article 14: Attorneys' Fees

- a) Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.

Article 17: No Third Party Beneficiaries

- a) Nothing in this agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this agreement except SWT and the Client.

If the foregoing meets with your approval, please indicate this approval by signing the appropriate line below and returning one original for our files. If this agreement is not accepted within 30 days, the offer to perform the described services is withdrawn and shall be null and void.

Sincerely,



Jim Wolterman, MBA, RLA, ASLA
Co-Founding Principal – SWT Design

Accepted:

Signature

Date

**Attachment A
Insurance Coverage**

1. Upon receipt of written acceptance of this contract, SWT will contact their insurance providers and authorize that Certificates of Insurance be sent to:

**City of Columbia
208 S. Rapp Ave.
Columbia, IL 62236**

RE: Master Plan Proposal – Admiral Trost Development Subdivision Park

2. Insurance to be provided shall include:

a) General Liability	
Occurrence	\$1,000,000
Aggregate	\$2,000,000
b) Umbrella Liability	
Occurrence	\$2,000,000
Aggregate	\$2,000,000
c) Workers Compensation	\$500,000
d) Professional Liability	
Each claim	\$2,000,000
Aggregate	\$2,000,000

3. Certificates of Insurance shall be provided within two (2) weeks of acceptance of this contract.

**Attachment B
Project Area**

