

April 22, 2021
Item No. 5.5.
1207 Texas Avenue Design Contract

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a professional services contract with Kirksey Architects, Inc. in the amount of \$149,000 for the Design of 1207 Texas Avenue Renovation Project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This contract is for architect design services for the building at 1207 Texas Avenue (current Human Resources and Facilities Maintenance building). Human Resources will be moving into the new city hall once completed this fall. Furthermore, Facilities Maintenance will be moving into a new shop under design currently, located at the Public Works Operations center on William King Cole behind the municipal courts building. Once they move in Spring of 2022, we will begin work on renovating the building to provide office space and event space for the new Tourism department. Kirksey Architects, Inc. was chosen to complete the design because they are the current architect for the new city hall and can help maintain design consistencies among the two buildings. The design, once further along, will be presented to the Architectural Advisory Committee as well as Council. Construction is scheduled to start in spring of 2022 and complete by the end of 2022.

Budget & Financial Summary: Budget in the amount of \$250,000 is currently appropriated for this project in the Hotel Occupancy Tax Fund. Nothing has been expended or committed to date, leaving a balance of \$250,000 for this design contract and related expenses.

Reviewed & Approved by Legal: No

Attachments:

1. 1207 Texas Ave Kirksey proposal v3 rev edf

1 GENERAL

The specific Basic Services to be provided by the Architect, and the initial assumptions made with respect to the provision of such services, are described below. Services not identified as Basic Services constitute Additional Services for which additional compensation may be due.

2 INITIAL ASSUMPTIONS

Office (approx. 5,500sf) – minimal renovation of existing office space; complete renovation of staff restrooms to comply with TAS.

Support (approx. 5,500sf) – Lobby, public restrooms, catering kitchen, mechanical/IT rooms

Event (approx. 5,500sf) – open, flexible multipurpose space for events

Exterior – lighting, entry canopy, accessible paths, signage

Project budget: \$1,000,000

3 BASIC SERVICES

The Architect's Basic Services consist of those described herein and include services of the following consultants:

Structural Engineering Services; MEP Engineering Services; Civil Engineering Services; Low-voltage System Design Services (AV, IT and Security) for the event space; Cost Estimating Services

The Basic Services to be provided by each consultant, including site visits, shall be as stated in the consultant proposals.

3.1 SCHEMATIC DESIGN / DESIGN DEVELOPMENT PHASE SERVICES

3.1.1 The Architect shall review and evaluate general parameters for the Project and thereafter confirm with the Client the requirements for the Project, including the cost of work. Based upon the agreed-upon requirements, the Architect shall prepare Design Development Documents illustrating the scale and relationship of Project components. The documents may consist, each as appropriate or agreed, of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems, a combination of study models, perspective sketches, or digital modeling, as well as outline specifications identifying major materials and systems. The Architect shall submit the Design Development Documents to the Client for the Client's written approval.

3.2 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.2.1 The Architect shall consider, if any, the Client's revision of Project requirements or changes in the cost of work. Based upon the agreed-upon requirements and approved Design Development Documents, the Architect shall prepare Construction Documents further refining the Design Development Documents and consisting of drawings and specifications setting forth the quality levels of materials and systems and other requirements for construction of the work. The Architect shall submit the Construction Documents to the Client for the Client's written approval.

3.3 BIDDING PHASE SERVICES

3.3.1 The Architect shall assist the Client by distributing bidding documents as reasonably required to prospective bidders, conducting a pre-bid conference (if appropriate), preparing responses, clarifications, and interpretations of the bidding documents, and documenting the opening and responsiveness of the bids received. The Architect shall consider requests for substitutions, if permitted, and thereafter prepare and distribute addenda identifying approved substitutions to prospective bidders.

3.4 CONSTRUCTION PHASE SERVICES

3.4.1 The Architect's responsibility to provide Construction Phase Services commences with the award of the contract for construction and terminates at the earlier of the issuance of the final certificate for payment or 60 days after the date of substantial completion.

3.4.2 The Architect shall not have control over or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, nor shall the Architect be responsible for the contractor's failure to perform or for acts or omissions of the contractor or of any other persons or entities performing the work.

3.4.3 Subject to the parameters below, the Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of work completed and to determine, in general, if the work observed is being performed in a manner indicating that it will be in accordance with the contract documents when fully completed. The Architect, however, shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of these visits, the Architect shall report to the Client those deviations, defects, and deficiencies observed in the work.

3.4.4 The Architect shall review and certify amounts due the contractor based upon the Architect's site visit observations and the data in each application for payment. Such certificates indicate the Architect's belief that the work has progressed to the point indicated and the quality is in accordance with the contract documents, each subject to qualification, if noted. Moreover, the issuance of a certificate for payment shall not be a representation that the Architect has made exhaustive or continuous on-site inspections of the quality or quantity of the work, reviewed construction means, methods, techniques, or sequences, reviewed requisitions or other data to substantiate the contractor's right to payment, or ascertained how or for what purpose the contractor has used funds previously paid.

3.4.5 The Architect shall review and take appropriate action upon contractor's submittals such as shop drawings but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's review shall not address the accuracy and completeness of other information such as dimensions or quantities or constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures.

3.4.6 The Architect may authorize minor changes that are consistent with the intent of the Contract Documents and do not involve an adjustment in the contract sum or an extension of the time. Subject to the parameters below, the Architect shall review change orders and construction change directives for the Client's approval and execution.

3.4.7 Subject to the parameters below, the Architect shall conduct an inspection to determine (1) the date or dates of substantial completion and issue certificates of substantial completion and (2) the date of final completion and issue a final certificate for payment.

3.4.8 The following Construction Phase Services shall be provided as Basic Services subject to the following limits:

16 site visits by the Architect during construction, which is assumed to be 7 months
2 review(s) of each shop drawing, product data item, sample, and similar submittal
1 inspection(s) to determine substantial completion
1 inspection(s) to determine final completion

The Architect shall notify the Client once these limits are reached, and any subsequent services shall be provided as Additional Services.

4 ADDITIONAL SERVICES

4.1 Any service not identified as a Basic Service constitutes an Additional Service for which additional compensation may be due and a schedule adjustment may be appropriate. The Architect shall notify the Client of the need for an Additional Service and obtain the Client's written approval. Examples of Additional Services include services necessitated by changes in the initial information or project scope, revisions from prior approvals, or changes needed due to changes in codes, laws, or regulations.

4.2 If services have not been completed within 15 months of the date of execution through no fault of the Architect, services provided beyond that time shall be Additional Services.

1 GENERAL

compensation

The consideration payable to the Architect for the Architect's Basic Services is set forth below. The Architect's compensation for Consultant Services, Additional Services and Reimbursable Expenses as well as the terms of payment for any services or expenses are as provided in the Terms and Conditions.

2 BASIC SERVICES COMPENSATION - REVISED

Schematic Design/Design Development	29,800
Construction Documents	52,150
Bid/Negotiation	7,450
<u>Construction Administration</u>	<u>59,600</u>
Total	\$ 149,000

1 GENERAL

The Architect has created an initial schedule for performance of the Architect's Basic Services. The initial schedule may subsequently be refined or adjusted as the scope and other parameters are developed. Moreover, while time limits established by the schedule shall not generally be exceeded, the schedule may subsequently be extended as reasonably required due to the exercise of the Standard of Care, as a result of factors or conditions not the fault of the Architect, or other reasonable cause. Additional terms pertinent to the schedule and Architect's performance thereunder are as provided in the Terms and Conditions.

2 SCHEDULE FOR BASIC SERVICES

The following durations are anticipated for each phase. Architect understands there may be breaks between phases to allow for COCS reviews and approvals.

Schematic Design / Design Documents	4 weeks
Cost Estimate #1	3 weeks
Construction Documents	6 weeks
Cost Estimate #2	3 weeks
Bid/Permit	8 weeks
Construction Administration	7 months (to begin after COCS Facilities group moves out in Spring 2022)