

COUNCIL ACTION FORM

SUBJECT: ARCHITECTURAL AND DESIGN SERVICES CONTRACT FOR CITY HALL SPACE REUSE PROJECT

BACKGROUND:

Over the past year staff has conducted a comprehensive review of City Hall space use. A City Hall Space Needs Team, formed with representatives from all building users, identified space needs challenges that have developed over the 18 years since the building was dedicated, as well as opportunities within the building for more efficient and effective use of space.

The two most pressing *space needs* relate to current working conditions for Information Technology (currently housed on the second floor of the Red Cross building across the street) and portions of the Police Department. The two largest *opportunities* identified to address space needs involve the basement of City Hall and the Police detention cells, which have been unoccupied since the County took over housing of prisoners two years ago.

Professional architectural and engineering assistance is next required to assess the suitability of adapting the basement and detention cell spaces to other, higher uses. In anticipation of this need, \$20,000 in Local Option funding was included in the 2007-08 amended budget for this purpose. This assessment will help identify re-use possibilities at a conceptual level and provide general budgetary costs for potential improvements. With a project completion date in November, those costs estimates can then be prioritized within the upcoming Capital Improvements Plan.

Staff developed and distributed a Request for Proposal to solicit interest from architectural and engineering firms for this work. Four firms submitted proposals, were found to be qualified for this work, and were evaluated by a selection team. The selection team ultimately determined that Shive-Hattery Architecture-Engineering of West Des Moines, Iowa, should be the preferred provider of this service and will provide the best value for this conceptual evaluation. Advantages of selecting this firm include the following:

1. The firm has demonstrated professional expertise in appropriate areas in past projects, including law enforcement and basement re-use projects.
2. The firm's design team has a track record of successfully assisting the City with the design and construction of Fire Station #3.

3. The firm's not-to-exceed price of \$10,395 was significantly lower than the other three firms, with overall quality of service deemed to be comparable.

The attached agreement has been developed with Shive-Hattery for the services specified on Attachment A.

Given the relatively modest cost of the professional services for this work, staff could have entered into this agreement without Council involvement. However, staff chose to follow the City's formal process for procurement of professional services since there is a possibility that this same firm could be asked to continue with a construction design phase later. However, in the event that Council authorizes a future project to make improvements to the City Hall basement and Police areas, there is no guarantee that Shive-Hattery would be selected for that work.

ALTERNATIVES:

1. Authorize an agreement with Shive-Hattery, Inc., in the amount of \$10,395 for professional services related to re-use of the City Hall basement and Police areas.
2. Do not authorize an agreement for professional services related to re-use of the City Hall basement and Police areas.

MANAGER'S RECOMMENDED ACTION:

The City Hall Space Needs Team identified a number of major space needs that should be addressed in order for City departments to provide high quality services to our citizens and customers. The most apparent way to address these needs is to re-use portions of the basement and Police areas. A qualified firm with an established record and a cost-effective proposal has been identified to carry out this work, and the resulting study will provide needed information to consider future improvements to the limited space within City Hall.

Therefore, it is the recommendation of the City Manager that the City Council approve Alternative #1 authorizing an agreement with Shive-Hattery, Inc. in the amount of \$10,395 for professional services related to re-use of the City Hall basement and Police areas.

**CONTRACT FOR PROFESSIONAL
SERVICES FOR THE
“AMES CITY HALL SPACE RE-USE PROJECT”
FOR THE CITY OF AMES**

THIS AGREEMENT, made and entered into effective the ___ day of August, 2008 by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and Shive-Hattery, Inc. (an architectural and engineering design firm organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

WITNESSETH THAT:

WHEREAS, the City of Ames has determined that certain services to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

**I
PURPOSE**

The purpose of this Agreement is to procure for the City of Ames certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

**II
SCOPE OF SERVICES**

Provider shall provide the services set out in the City of Ames, Iowa, Scope of Work, Professional Services for The City of Ames attached hereto as Exhibit A.

The City, without invalidating the Agreement, may direct changes in the project within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. Any change in the scope of service by the provider shall be done by written agreement signed by both parties. The added cost or cost reduction to the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

It shall be the responsibility of the provider, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the City. No additional charges or any other change in the Agreement will be allowed unless previously authorized in writing by the City, with the applicable compensation method and maximum authorized additional sum stated.

For purposes of this section, and for all other official communications, the authorized representatives of the parties shall be:

City of Ames:
T. Robert Kindred, Assistant City Manager
515 Clark Ave.
Ames, IA 50014
515-239-5202

Shive-Hattery Inc.:
Mark Allen, Architect
1601 48th St., Suite 200
West Des Moines, IA 50266

III
METHOD OF PAYMENT

A. Payments shall be made by the City of Ames in accordance with the following task schedule:

Task	Total Amount
a. Group 1	\$3,465.00
b. Group 2	\$3,465.00
c. Group 3	\$3,465.00

The maximum total amount payable by the City of Ames under this Agreement is \$10,395.00 and no greater amount shall be paid without written amendment.

B. Payment will be made upon completion of the work and acceptance by the City of Ames. Provider shall submit an invoice upon completion of the work. The invoice shall include an itemization of the work for which payment is claimed. Invoices referencing the assigned purchase order number shall be sent to the following address:

City of Ames
Finance Dept. – Accounts Payable
PO Box 811
Ames, IA 50010

IV
FINANCIAL ACCOUNTING AND ADMINISTRATION

A. All claims for payment shall be supported by properly executed invoices or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

B. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any payment under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by the City.

C. At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may require with respect to the payments made or claimed under this Agreement.

D. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

**V
INSURANCE**

A. The provider shall maintain insurance coverage in scope and amounts acceptable to the City's Risk Manager.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

D. Provider shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. To the fullest extent permitted by law the Provider shall indemnify and hold harmless the City of Ames, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Provider, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts, any of them may be liable.

F. In no case will the Provider's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the City of Ames.

**VI
PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION**

Provider agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to City business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the City.

**VII
TERMINATION**

The City of Ames may terminate this Agreement without penalty to the City at any time by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City shall provide a Cure notice. If after notice the Provider continues to be in default, the City may terminate this agreement immediately. The City shall only be obligated to compensate the Provider for compliant services performed prior to notice of termination.

**VIII
INDEPENDENT CONTRACTOR STATUS**

Provider agrees that the relationship between Provider and the City is that of an independent contractor for employment tax purposes. The Provider shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

**IX
LAWS**

This contract is governed by the law of the State of Iowa with venue in Story County District Court.

**X
ASSIGNMENT**

This Agreement may not be assigned or transferred by the Provider without the prior written consent of the City.

**XI
AFFIRMATIVE ACTION**

Provider shall place on file with the City a statement of nondiscrimination policy in the form of a completed Assurance of Compliance with the City of Ames, Iowa. Affirmative Action Program satisfactory to the Affirmative Action Officer of the City.

**XII
DURATION**

This Agreement shall be in full force and effect from the date of its acceptance until completion of the Work, or, until terminated by the City of Ames, Iowa. The parties anticipate that work will be completed within 90 days of execution of this Agreement.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written

CITY OF AMES, IOWA

By: _____
Ann H. Campbell, Mayor

By _____

Attest by: _____
Diane R. Voss, City Clerk

Michelle K. Bissell, Project Manager
Printed Name and Title

APPROVED AS TO FORM
BY *Douglas R. Marek*
DOUGLAS R. MAREK
CITY ATTORNEY

EXHIBIT A

Provider shall provide the services set out in the City of Ames, Iowa, Scope of Work, Professional Services for The City of Ames, "AMES CITY HALL SPACE RE-USE PROJECT" and shall be as follows:

Phase 1: Conceptual Study of the Ames City Hall. This study will focus on the lower level and the main level of the northeast corner of the facility. This entails areas occupied by the police department, IT, and all the lower level public works, print shop, storage, and engineering spaces. The intent for phase 1 of this project will be to outline a scope of work to improve these areas with reasonable budgeting information.

The parties understand that the architectural space plan and the utilization floor plans will be developed through the presentation of various alternatives that the City will review and narrow the choices to reach a final plan. Future project phases will be aimed towards developing biddable documents designed to solicit construction bids implementing proposed improvements.

Phase 1 will involve the following three groups of tasks

Task Group 1

1. User Group Interviews
2. Existing facility survey (limited to the areas and systems that pertain to the identified spaces)
 - a. architectural
 - b. structural
 - c. mechanical
 - d. electrical

Task Group 2

1. Development of an architectural space program

This is a written statement setting forth the design objectives, constraints, and criteria of the project. Identifying types and quantities of spaces needed in comparison to the spaces currently available. In addition, space organization requirements will be identified along with special use needs as identified by the user groups.
2. Development of proposed utilization floor plans

Task Group 3

1. Development of a budgetary cost opinion
2. Several public presentations
3. 4 bound report copies and a copy in electronic version
4. 1 presentation poster and a copy in electronic version

* Phase 1 deliverables will be general in content and will not be suitable for bidding purposes, but shall be suitable for planning and budgeting efforts for further project development.

* The Architect/Engineer, as design professionals familiar with the construction industry, will prepare an opinion of probable cost of construction. It is recognized, however, that neither the Architect/Engineer nor the owner has control over the cost of labor, materials, or equipment, over the Contractor's method of determining bid prices, or over the competitive bidding market, or negotiated conditions. Accordingly the Architect/Engineer cannot warrant or represent which bids or negotiated prices will not vary from the Probable Cost of Construction.

Phase 2 services can be provided by Shive-Hattery, but are not included in this agreement at this time:

1. Schematic design
2. Design development
3. Construction documents
4. Bidding and negotiations
5. Construction Administration
6. Post construction services