

COUNCIL ACTION FORM

SUBJECT: AWARD OF CONTRACT TO RDG PLANNING & DESIGN FOR ARCHITECTUAL SERVICES RELATED TO THE FITCH FAMILY INDOOR AQUATIC CENTER

RDG PLANNING AND DESIGN CONTRACT UPDATE:

RDG Planning and Design was selected through a Request for Proposal (RFP) process to develop a conceptual design for the Healthy Life Center (HLC). When Council directed staff to apply for the Iowa Reinvestment District Program in 2021, it also approved using RDG to develop a conceptual design for the Indoor Aquatic Center (IAC) which was based on the aquatics portion of the HLC. Through the development of the HLC and the IAC, RDG has developed a very good understanding of the City's goals as it relates to an aquatic facility. At its November 23, 2021, meeting, City Council approved hiring RDG Planning and Design for designing the Fitch Family Indoor Aquatic Center (FFIAC).

Since that time, staff has been meeting with RDG to agree on a scope of services, a contract, and a fee for their services. City Council is being asked to consider these items and award a contract to RDG Planning & Design.

CONTRACT OVERVIEW:

Staff has been working with RDG Planning & Design on finalizing a contract utilizing the AIA Document B132 – 2019: Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser which is shown in Attachment A. This is a standard form developed by the American Institute of Architects and has been modified based on conversations with RDG representatives. Highlights of the contract changes are as follows:

Section 1.1.3 – Owner's Budget for the Cost of the Work

Council has set the maximum cost of construction of the FFIAC at \$20,500,000. This does not include land cost, architect fees, CM fees, FFE (Furniture, Furnishings, Equipment), and other soft costs.

Section 1.1.4 – Anticipated Milestone Dates

Design to begin in December 2022 with bids due December 2023. Award of Contract in January 2024 with building construction beginning April 2024. Grand opening is scheduled for fall 2025.

Section 1.1.7 – Sustainable Objectives for the Project

The objective is to design with sustainable measures to include future solar panels and evaluation of geothermal.

Section 3.1.7 – Filing Documents for Iowa Department of Public Health (IDPH) Approval

Wording was revised to make RDG responsible, rather than assist the owner, for filing documents with IDPH to ensure and achieve full compliance with Iowa Administrative Code 641 Chapter 15 Pools and Spas.

Section 3.1.9 – Contingency

States that reasonable funding for contingencies will be provided and references to a specific dollar amount or percentage of the Cost of Work for a contingency was removed.

Section 3.2.5 – Schematic Design

A list of items to be considered/selected during the Schematic Design phase has been added. This list includes energy and operational efficiencies (geothermal, solar, regenerative media filters versus sand filters for pools, heat recovery system, etc.), saltwater versus chlorine disinfection, acoustics, accessibility, and more.

Section 3.2.8 – Construction Cost Estimates

The CM will prepare construction cost estimates at the end of Schematic Design (SD), end of Design Development (DD), and 80% Construction Documents (CD). The 80% CD estimate will be revised as needed to provide a final estimate prior to bidding. Note that the Architect will also prepare estimates at SD, DD, and 80% CD. Any differences between the estimates will be reconciled prior to moving forward to the next phase.

Section 4.1.1.7, 4.1.1.9, and 4.1.1.10, 4.1.1.11, 4.1.1.12, 4.1.1.13, 4.1.1.14, 4.1.1.22 – Supplemental Services

Clarifies that these services are part of the basic scope of services and will not be treated as additional services.

Please note that an effort has been made to limit what can be categorized as additional services yet keeping a sense of fairness in mind throughout the negotiation phase.

Section 6.1 – Cost of Work

Clarifies what is included in the Cost of Work.

Section 8.2.4 – Method of Binding Dispute Resolution

Specifies the method as mediation followed by litigation.

Section 8.3 – Arbitration

Deleted

Section 9.12 – Purchase of DOT Property

This has been added and it states, “If the purchase of the DOT property is unsuccessful, this contract will be terminated, and Owner will compensate the Architect only for services provided up to that point.”

Section 11.3 – Additional Services

The following two items are listed as Additional Services:

Design for PV panel system	\$14,400
Design for geothermal heating/cooling system	\$20,000

These two items are not included in this contract and will be addressed through a change order if the City decides to move forward with these two items.

Section 11.5 and 11.8.2 – Cost for CM Services

The final cost of the contract for CM services (preconstruction and construction) is \$1,392,229 as shown below:

Schematic Design Phase	\$ 176,250
Design Development Phase	\$ 347,070
Construction Documents Phase	\$ 725,200
Bid Phase	\$ 78,565
Construction Administration Phase	\$ 427,765
Warranty Phase	\$ 7,000
Reimbursables (Not to Exceed)	\$ 22,000
Total	\$1,783,850

Section 12.8 – Non-Compensated Services

This section has been added to clarify what services the City will not compensate the Architect for.

ALTERNATIVES:

1. Award a contract to RDG Planning & Design for Architectural Services related to the design and construction of the Fitch Family Indoor Aquatic Center in the amount not to exceed of \$1,783,850.
2. Do not award a contract at this time and provide direction to staff as to what changes Council would like to see made to the contract.

3. Do not award a contract to RDG Planning & Design and direct staff to initiate a Request for Proposal for Architectural Services for the Fitch Family Indoor Aquatic Center.

This option would delay the project and most likely increase the overall project cost for a new indoor aquatic center.

CITY MANAGER'S RECOMMENDED ACTION:

RDG is very familiar with this project as they have done conceptual designs for the Healthy Life Center and the FFIAC. They understand the City's vision and goals for this project which will be beneficial during design. The City has a good long-term relationship with RDG as RDG was the architect for the Furman Aquatic Center. With their familiarity with the City of Ames and this project, the design team will be able to start quickly once the contract is awarded.

Therefore, it is City Manager's recommendation that City Council approve Alternative #1 as stated above.

MEMO



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TO: Members of the City Council
FROM: John A. Haila, Mayor
DATE: December 13th, 2022
SUBJECT: Fitch Family Indoor Aquatic Center

Contract with RDG Planning and Design coming Monday, December 12, 2022

JAH/rh