



City of Muscatine



AGENDA ITEM SUMMARY

DATE: June 17, 2021

City Council

STAFF

Pat Lynch, City Engineer

Jerry Ewers, Fire Chief

SUBJECT

East Hill Fire Station Design Contract

EXECUTIVE SUMMARY

City Staff have been working with the City Council and Legat Architects to finalize a path forward to design or remodel existing building space for a fire station at the former Iowa Department of Transportation property on Lake Park Boulevard. At the April 8, 2021 in-depth council meeting, staff received consensus from the City Council to move forward with negotiations to create a scope and fee schedule to design a new, free standing fire station. At this time staff requests to enter into a contract for Phase 1 Design with Legat Architects for an amount not to exceed \$211,975.

STAFF RECOMMENDATION

Staff recommends accepting the contract with Legat Architects for design of a new fire station.

BACKGROUND/DISCUSSION

Staff have negotiated a two-phase contract that will allow the city to pause and decide how they would like to proceed after the design is completed. If it is the desire to go to construction then we would enter into the second phase of the contract, which will authorize the architect to create bid documents, and construction services build the structure.

CITY FINANCIAL IMPACT

Phase 1 of the project will not exceed \$211,975. Phase 2, if desired, is currently projected at \$82,975. At this time staff recommends Phase 1 only. There is currently \$264,371 in unspent bond proceeds in the capital project fund that funded the property purchase. These funds will fully fund Phase 1 of the engineering design for this project.

ATTACHMENTS

Proposed Contract



City of Muscatine



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City Council

STAFF

Brian Stineman, Public Works Director

Jerry Ewers, Fire Chief

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ATTACHMENTS

Proposed Contract

2021-0207

LEGAT ARCHITECTS

DESIGN | PERFORMANCE | SUSTAINABILITY

May 14, 2021 – Rev 2

VIA EMAIL

Mr. Brian Stineman
Public Works Director
City of Muscatine
1459 Washington Street
Muscatine, Iowa 52761

RE Proposed New Fire Station #3 (East Hills)
Proposal to Provide Professional Architectural Services

Dear Mr. Stineman:

Legat Architects is pleased to have the opportunity to continue to provide professional architectural services to the City of Muscatine ("Client"). The purpose of this letter is to confirm our understanding of the scope of work and to identify the professional services to be provided and related fees.

1.0 Project Parameters

- 1.1 Project Objective: Design of an approximately 10,000 square foot fire station #3 located in the East Hills section of Muscatine.
- 1.1 Location: 417 Lake Park Blvd, Muscatine, IA 52761
- 1.2 Budget Parameters: The proposed construction budget is approximately \$3,000,000.00.
- 1.3 Schedule Parameters: Schedule will start upon approval of proposal with bid documents planned to be delivered 6 months after commencement. Refer to detailed schedule below.
- 1.4 Project Delivery Method: It is the Architect's understanding the Client intends to use a design-bid-build delivery method and award a construction contract to a general contractor.

2.0 Architect's Scope of Services:

PHASE 1 - DESIGN

- 2.1 Schematic Design Phase: \$36,000.00
 - 2.1.1 The Architect will utilize the information compiled in the Master Planning process to initiate this phase.
 - 2.1.2 The Architect may assist the Client in obtaining proposals from and selecting specialty consultants which may include, but not be limited to: geotechnical investigation. Refer to Section 5 of proposal.

- 2.1.3 The Architect will coordinate one in person meeting with Client stakeholders to confirm the existing program developed in the master plan and to coordinate a collaborative design session.
 - 2.1.4 The Architect will develop up to two design concepts to define the general scope and conceptual design intent of the project including scale and relationships to existing structures.
 - 2.1.5 The Architect will present design options to stakeholders in person for feedback and selection of consensus option.
 - 2.1.6 The Architect will update the consensus option into schematic floor plans and 3D views to convey the proposed design intent to Client stakeholders.
 - 2.1.7 The Architect will coordinate with the cost estimating consultant to assist the Client in prioritizing the scope of work line items to match the available funds as identified by the Client.
 - 2.1.8 The Architect will attend a reasonable number of meetings as required to complete this phase and receive approval of the scope of work.
- 2.2 Design Development Phase: \$48,000.00
- 2.2.1 The Architect will further develop Schematic Design with input from Client stakeholders.
 - 2.2.2 The Architect will provide interior design concepts for review.
 - 2.2.3 The Architect will provide a descriptive narrative of Architectural, Structural Mechanical, Electrical, Plumbing, and Fire Protection systems.
 - 2.2.4 The Architect will provide Design Development level drawings to Client at the end of the phase for review.
 - 2.2.5 The Architect will coordinate with cost estimating consultant to update estimate of probable cost.
 - 2.2.6 The Architect will coordinate meeting with authorities having jurisdictions.
 - 2.2.7 The Architect will attend a reasonable number of meetings as required to complete this phase and receive approval of the scope of work.
- 2.3 Construction Documents Phase: \$96,000.00:
- 2.3.1 The Architect will complete drawings and specifications suitable for bidding.
 - 2.3.2 The Architect will consult as required with authorities which may jurisdiction over scope of work line item(s).
 - 2.3.3 The Architect will facilitate the review of drawings and specifications by the Client at significant milestones as determined by the Client and Architect.
 - 2.3.4 The Architect will coordinate with cost estimating consultant to update estimate of probable cost.

PHASE 2 - BIDDING AND CONSTRUCTION

- 2.4 Bidding & Negotiations Phase: \$12,000.00
- 2.4.1 The Architect will assist the Client in bidding the project and in the selection of the most qualified bidder.

- 2.4.2 The Architect will prepare and submit necessary building permit paperwork to authorities having jurisdiction over scope of work line items(s) associated with the design of architectural, structural, civil, mechanical, electrical, and plumbing disciplines.
- 2.4.3 The Architect will attend a reasonable number of meetings as required to complete this phase and assist the client with the approval of construction contract(s) by the Client.

2.5 Construction Phase: \$48,000.00

- 2.5.1 The Architect will assist in administering the Contract for Construction.
 - 2.5.2 The Architect will attend Pre-Construction Meetings, weekly Owner-Architect-General Contractor meetings while construction operations are in progress, and Closeout Coordination Meetings.
 - 2.5.3 The Architect will perform weekly job-site observations while construction operations are in progress.
 - 2.5.4 The Architect may perform additional observations at instances of critical construction activity.
 - 2.5.5 The Architect will assist the Client with facilitating project closeout.
- 2.6 If the Client chooses to defer the bidding and construction phases to a later date, the above bidding & negotiation and construction phase costs shall be valid for a period of two years from the date of this proposal.
- 2.7 If the Client makes content revisions to the final construction documents during the hold period, the Client shall compensate the Architect to review and updates to the final construction documents as requested.

3.0 Deliverables

- 3.1 One exterior rendering and one interior rendering at locations selected by Client at the end of the Design Development phase.
- 3.2 Construction Documents will consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.

4.0 Project Schedule

- 4.1 The proposed design schedule is as follows:

Schematic Design Phase	05/17/21 to 06/11/21 (4 Weeks)
Design Development Phase	06/14/21 to 08/20/21 (10 Weeks)
Construction Document Phase	08/23/21 to 10/29/21 (12 Weeks)
Owner Review & QA/QC	11/01/21 to 11/19/21 (3 Weeks)
Bidding & Negotiation Phase	TBD (4 Weeks)
Construction	TBD (1 Year)

4.2 Once established, the project schedule is subject to decisions made in timely manner pertaining to the documents submitted by the Architect for review in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

5.0 Compensation

5.1 The Client will compensate the Architect for the basic services outlined in AIA Document B101 on a Lump Sum basis in the following amounts:

PHASE 1 – DESIGN:	Basic Services	\$180,000.00
	Reimbursables: Civil Engineering (Fire Station)	\$20,975.00
	Geotechnical Engineering	\$6,000.00
	Storm Shelter Peer Review	\$5,000.00
	TOTAL	\$211,975.00
PHASE 2 – BIDDING AND CONSTRUCTION:	Basic Services	\$60,000.00
	Reimbursables: Civil Engineering (Fire Station)	\$2,975.00
	HVAC Commissioning	\$20,000.00
	TOTAL	\$82,975.00

- 5.1.1 Legat Architects reserves the right to renegotiate the lump sum amount should the Scope of Work as currently defined be reasonably altered.
- 5.1.2 The lump sum fee indicated above includes Architectural, Interior Design, Structural, Mechanical, Electrical, Plumbing, and Fire Protection engineering services. Refer to reimbursable expenses for other required specialty consultants.
- 5.1.3 Construction cost estimating from third party is included in this proposal.
- 5.1.4 Per IBC-2015, this facility may be considered critical emergency operations therefore may be required to meet ICC-500 code requirements if deemed by the Authority Having Jurisdiction. The compensation above includes the cost to design to the storm shelter requirements (ICC-500 not FEMA).
- 5.1.5 Compensation for Change Orders will not be requested unless Client makes significant design changes during Construction Phase.
- 5.1.6 The Client’s unspent contingency and unspent cash allowances shall be excluded from the compensation calculations.

5.2 Reimbursable Expenses will be in addition to the Architect’s compensation and shall be invoiced using the multipliers indicated below times the expenses incurred by Legat Architects.

5.2.1 Estimated cost of necessary specialty consultants outside the basic services required for the project are as follows:

Civil Engineering (Martin-Whitacre): Fire Station Design	\$20,975.00
Civil Engineering (Martin-Whitacre): Fire Station Construction	\$2,975.00
Civil Engineering (Martin-Whitacre): North Storm Water (Full)	\$8,000.00 *
* Not included in compensation indicated above.	
Geotechnical Engineering	\$6,000.00

5.2.2 Estimated cost for code required third party inspections the Client should budget for are as follows. Please note these are estimates and formal proposals need to be requested.

HVAC Building Commissioning Agent	\$20,000.00
ICC-500 Storm Shelter Peer Review	\$5,000.00

5.2.3 Necessary consultants, including professional civil engineering services, as approved by the Client will be invoiced at 1.05 times.

5.2.4 Reproduction costs for drawings, specifications, addenda, reports, etc. required to be submitted at the end of each contractual phase and for bidding purposes shall be invoiced at 1.10 times.

5.2.5 Postage and delivery charges for bid documents and materials requested by the Client or required by authorities having jurisdiction shall be invoiced at 1.10 times.

6.0 Client's Responsibilities

6.1 The Client will provide access to the Project Locations and facilities and to all original construction drawings, as-built documents, etc. that document the existing conditions.

6.2 The Client will designate a representative authorized to act on the Client's behalf with respect to the projects. The authorized representative will render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

7.0 Miscellaneous Provisions

7.1 Unless otherwise provided in this Agreement, Legat Architects and Legat Architects' consultants will have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

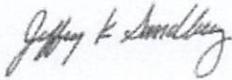
City of Muscatine – Proposed New Fire Station #3
Proposal to Provide Professional Architectural Services
May 14, 2021 – Rev 1
Page 6 of 7

7.2 Estimates of Probable Cost will be completed by referencing several sources, including active construction projects involving Legat Architects, R.S. Means Construction Cost Data, and historical construction information.

Until the Agreement is executed, you can authorize Legat Architects to proceed by signing below. Please note that Legat Architects will not begin work until written authorization to proceed is received.

If you have any questions regarding this proposal, please contact me at your earliest convenience. Thank you.

Sincerely,



Jeffrey K. Sandberg, AIA, LEED AP
Director of Studio Operations
Legat Architects, Inc.
1515 5th Avenue, Suite 108
Moline, IL 61265
ATTACHMENTS None

EC File

City of Muscatine – Proposed New Fire Station #3
Proposal to Provide Professional Architectural Services
May 14, 2021 – Rev 1
Page 7 of 7

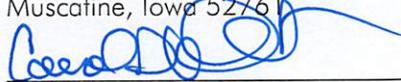
ACCEPTANCE We accept the terms of this Proposal (put X on line below for desired services):

Phase 1 – Design Services (\$211,975.00) _____

Phase 2 – Bidding and Construction (\$82,975.00) _____

OWNER

City of Muscatine
1459 Washington Street
Muscatine, Iowa 52761



SIGNATURE

Carol A. Webb

PRINT NAME

City Administrator

TITLE

6/17/21

DATE

ARCHITECT

Legat Architects, Inc.
1515 5th Avenue, Suite 108
Moline, IL 61265

SIGNATURE

PRINT NAME

TITLE

DATE