

RESOLUTION R-15-21

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH HOEFER WYSOCKI ARCHITECTURE IN THE AMOUNT OF \$20,000.00 FOR THE IMPLEMENTATION OF A FACILITIES STUDY PLAN

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to complete a facilities study plan for City Hall, Public Safety, Fire Station 2, and Public Works of the City; and

WHEREAS, the City desires to engage the Architect to render professional Architecture services for the project described in this Agreement, and the Architect is willing to perform such services.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a contract with Hoefer Wysocki Architecture for work outlined in the contract for a total amount not to exceed \$20,000 to conduct a facilities study plan.


FURTHER, funds for such purpose are authorized from the General Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 13TH DAY OF APRIL 2015.



Mayor J. Brian Hill

ATTEST:



Ruth E. Bocchino, City Clerk

Memo

To: Kirk L. Davis, City Manager
From: Justin Merkey, Interim Director of Parks and Recreation 
Date: 4/6/2015
Re: Professional Service Committee Recommendation

A Request for Qualifications to implement a Facilities Study Plan focusing on Fire Station 2, City Hall, Public Safety and Public Works was released last month. Nine firms responded to the RFQ and a committee of eight employees representing each department of the city reviewed and scored each of the proposals. As a result, the team scored SFS Architecture, Hoefer Wysocki Architecture, and Williams, Sprugeon, Kuhl & Freshnock Architects as the top three and interviewed them this past week.

After the process of scoring and interviewing, the committee is recommending Hoefer Wysocki Architecture as the firm to conduct the Facility Study Plan.

An abbreviated scope of services is listed below and the study will address the special needs of each department located at the aforementioned locations:

1. Obtain information from each department concerning proposed operational and facility needs.
2. Develop short and long range estimates for space needs of each department.
3. Assess security needs for each department/location.
4. Develop preliminary finish level desires for each department.
5. Assess the condition of the existing mechanical, electrical, and plumbing systems of each facility.
6. Evaluate the accessibility of each facility based upon ADA guidelines.
7. Evaluate the City's emergency power capabilities and emergency response to outages at city facilities.

I would like to thank the following for serving on the selection committee: Michael Desautels (Public Safety – Fire Division), Keith Gardener (Public Works), Matt Hoops (Parks and Recreation), Steve Rodhouse (Finance), Darren Rodman (Community Development), Jeff Self (Public Safety – Police Division), and Pam Smitka (General Administration).

If you would like to review Hoefer Wysocki Architecture proposal or discuss the committee's selection process, please let me know.

PROFESSIONAL ARCHITECTING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of April, 2015, by and between the City of Gladstone, a Missouri municipal corporation, hereinafter referred to as the "City" and "Hofer Wysocki Architects, LLC" a Missouri Limited Liability Company, hereinafter referred to as the "Architect".

WITNESSETH:

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to complete a facilities study plan for city hall, public safety, fire station 2, and public works of the City; and

WHEREAS, the City desires to engage the Architect to render professional Architecture services for the project described in this Agreement, and the Architect is willing to perform such services.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I

DESCRIPTION OF PROJECT

Facilities Study Plan addressing the special needs of each department located at the following locations: City Hall/Public Safety (7010 N. Holmes), Public Works (4000 NE 76th Street) and Fire Station #2 (6969 N. Prospect). These needs shall include the following:

1. Obtain information from each department concerning proposed operational and facility needs.
2. Develop short and long range estimates for space needs of each department.
3. Assess security needs for each department/location.
4. Develop preliminary finish level desires for each department.
5. Assess the condition of the existing mechanical, electrical, and plumbing systems of each facility.
6. Evaluate the accessibility of each facility based upon ADA guidelines.
7. Evaluate the City's emergency power capabilities and emergency response to outages at city facilities.

ARTICLE II

ARCHITECT'S SCOPE OF SERVICES

1. The Architect shall perform professional Architecture services relevant to the Project in accordance with the terms and conditions set forth herein.
2. The Architect hereby agrees that, immediately upon execution of this Agreement and upon receipt of a "Notice to Proceed" from the City, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals of the final facility study plan recommendations on or before August 7th, 2015. The City is not liable and will not pay the Architect for any services rendered before the Architect receives written authorization.
3. If any delay is caused to the Architect by order of the City to change the design or plans; or by failure of the City to designate easements, right-of-way, or to supply or cause to be supplied any data not otherwise available to the Architect which is required in performing the work described; or by other delays due to causes entirely beyond the control of the Architect; then, in that event, the time schedules will be adjusted equitably, in writing, as mutually agreed between the City and the Architect at the time a cause for delay occurs.
4. Since the work of the Architect must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Architect shall advise the City in advance, of all meetings, and conferences between the Architect and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Architect.
5. All work will be completed by August 7th, 2015. And, a presentation to the Gladstone City Council will occur at a mutually agreeable date in August or September of 2015.

ARTICLE III

CHANGES IN SCOPE

If changes occur either in the Architect's Scope of Services or the Description of the Project, a supplemental agreement for additional services may be negotiated at the request of either party.

ARTICLE IV

ARCHITECT'S FEE

1. Basic Fee.

- a) As compensation for Basic Services as described in Exhibit A of this Agreement, and for services required in the fulfillment of the terms and conditions of this Agreement, the Architect shall be paid a "Basic Fee", which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee for services shall be based upon time and materials expended on the project and shall not exceed the total contract amount of \$20,000.
- b) **Payment Schedule for Compensation.** The compensation for work shall be paid in monthly installments based upon time and materials expended by the Architect. The

Architect shall provide City with a monthly invoice. The invoice shall summarize, by phase, hours worked, standard billing rates, and a summary of expenses incurred over the billing period. The City shall pay invoices within thirty (30) days of receipt of such invoice.

2. **Payment for Additional Services** - The City and Architect shall negotiate a written supplemental agreement with the Architect for additional services should the need arise for work beyond the agreed upon scope of services.

ARTICLE V

OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS

1. The City shall be furnished, at no additional cost, 10 copies of the final study plan. The Architect shall also deliver the final plan, recommendations and associated documentation in electronic format.
2. The City shall make copies, for the use of the Architect, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Architect pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body. The Architect shall have no liability for defects in the services attributable to the Architect's reliance upon or use of data, design criteria, as-built drawings, or other information furnished by the City or third parties retained by the City.
3. The Architect shall furnish to the City, copies of all maps, and records, which were developed in the course of work for the City and for which compensation has been received by the Architect.

ARTICLE VI

TERMINATION

1. This Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party and the failure by the breaching party to cure or commence proceedings in good faith to remedy such breach within fifteen (15) days after receipt of such written notice. The City's reuse of the Instruments of Service without written verification or adaptation by Architect for the specific purpose intended will be at City's risk.
2. This Agreement may be terminated by the City for its convenience upon fifteen (15) days prior written notice to the Architect.

3. In the event of termination, as provided in this Article, the Architect shall be paid as compensation in full for services performed to the date of such termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Architect's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Architect in performing the services included in this Agreement, whether completed or in progress.

ARTICLE VII

ASSIGNMENT

This Agreement shall not be assignable except at the written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto., except that it may be assigned without such consent to the successor of either party, or to a related entity, an affiliate or wholly owned subsidiary of either party, but such assignment shall not relieve the assigned party of any of its obligations under this Agreement.

ARTICLE VIII

DISCLOSURE

The Architect hereby affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional design services to the City within the two years preceding the execution of this Agreement.

ARTICLE IX

INDEMNITY

The Architect agrees to indemnify, and hold harmless the City of Gladstone, Missouri and its officers, agents, and employees from and against all suits, actions, attorney fees, costs, expenses or claims of any character brought because of any injury or damage received or sustained by any person, persons, or property to the extent caused by any negligent act, error, or omission of the Architect or its agents or employees. The Architect is not required hereunder to defend the City of Gladstone, its officers, agents or employees, or any of them from assertions that they were negligent, or indemnify and save them harmless from liability based on the City, its officers, agents or employees' negligence. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

ARTICLE X

INSURANCE

The Architect agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of Missouri, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the work, the Architect shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. The City of Gladstone shall be listed as an additional insured on the policy. All certificates shall provide that the policy shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to the City. Kinds and amounts of insurance required are as follows:

Workmen's Compensation Insurance. Workmen's Compensation Insurance for its employees in accordance with the provisions of the Workmen's Compensation Act of the State of Missouri.

Liability Insurance. Professional Liability insurance in an amount not less than \$2,000,000 Combined Single Limit and Automobile Liability insurance in an amount not less than \$1,000,000 Combined Single Limit with hired car and non-owned vehicle coverage or a separate policy carrying similar limits, and an amount of not less than \$1,000,000 for Property Damage to protect the Consultant and its agents from claims which may arise from services rendered under this Agreement, whether such services are rendered by the Consultant or by any of its agents or by anyone employed by either.

ARTICLE XI

DISCRIMINATION PROHIBITED

In performing the services required hereunder, the Architect shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE XII

STANDARD OF CARE

Architect will perform the Services in accordance with the standards of care and diligence normally practiced by recognized Architecture firms in performing services of a similar nature in existence at the time of performance of the Services. If, during the one year period following completion of the Services under a particular Request for Service, it is shown there as an error in the Services provided under such Request for Services caused solely by the Architect's failure to meet such standards and the City has notified the Architect in writing of any such error within that period, the Architect shall re-

perform, at no additional cost to the City, such Services within the original scope of Services as may be necessary to remedy such error.

ARTICLE XIII

PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall not be assumed by the Architect. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the site or sites concerned which was not brought onto such site or sites by the Architect for the exclusive benefit of the Architect to the extent the City is responsible for such contamination.

ARTICLE XIV

FORCE MAJEURE

Architect shall not be in default under this Agreement for delays in performance caused by circumstances beyond its reasonable control. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; lockouts, work slowdowns, and other labor disturbances; riots; sabotage; judicial restraint; and, inability to procure permits, licenses or authorizations from governmental agencies for any of the supplies, materials, access or services required to be provided under this Agreement.

Should such circumstances occur, the Architect shall give the City written notice of such event within a reasonable time and the parties shall mutually agree on a reasonable extension of the project schedule and adjustment to the Architect's compensation.

ARTICLE XV

MEANS AND METHODS

ARCHITECT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, for failure of the Company to comply with the drawings and specifications, or for safety precautions or programs in connection with the construction work.

ARTICLE XVI

ADMINISTRATION OF AGREEMENT

The City Manager, or his authorized representative, shall administer this Agreement for the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Gladstone, Missouri

Architect:

Robert J. Secki Architects

By:

Ken Horton

Title:

Principal

Attest:

Ruth S. Bocchino

City of Gladstone

By:

Scott Ingram for
Kirk L. Davis, City Manager

Attest:



Ruth E. Bocchino
Ruth Bocchino, City Clerk

Reviewed by the legal department:

[Signature]
Randall Thompson, City Attorney