

RESOLUTION R-20-41

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH POLICE FACILITY DESIGN GROUP ARCHITECTS IN THE AMOUNT OF \$28,365.00 AND REIMBURSABLE EXPENSES, NOT TO EXCEED \$1,000.00, FOR SITE EVALUATION SERVICES FOR THE NEW GLADSTONE PUBLIC SAFETY/POLICE HEADQUARTERS FACILITY.

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the evaluation of sites for a new Gladstone Public Safety/Police Headquarters facility; and


WHEREAS, the City desires to engage the architectural firm to evaluate the sites for a Public Safety/Police Headquarters building and Police Facility Design Group Architects 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 Police Facility Design Group Architects for site evaluation services for the construction of a new Public Safety/Police Headquarters building for a total amount of \$28,365.00 and reimbursable expenses, not to exceed \$1,000.00.

FURTHER, THAT, 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 24TH DAY OF AUGUST 2020.


Jean B. Moore, Mayor

ATTEST:


Ruth E. Bocchino, City Clerk



Request for Council Action

RES # R-20-41

BILL # City Clerk Only

ORD # City Clerk Only

Date: 8/10/2020

Department: Public Safety

Meeting Date Requested: 8/24/2020

Public Hearing: Yes Date: [Click here to enter a date.](#)

Subject: Resolution authorizing the City Manager to sign a contract for site evaluation services with the architectural firm Police Facility Design Group for site evaluation services for the construction of a new police facility.

Background: A general sales tax was authorized by the voters of Gladstone to fund the construction of a new police facility for the Public Safety Department in April, 2019. A site evaluation process is needed for the new Public Safety Department Headquarters police building.

Budget Discussion: Funds are budgeted in the amount of \$ 10.5 million from the General Fund. Ongoing costs are estimated to be \$ annually. Previous years' funding was \$

Public/Board/Staff Input: Public Safety Department staff recommends engaging the services of the architectural firm Police Facility Design Group for site evaluation for a new Public Safety Department Headquarters police facility.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Mike Hasty
Department Director/Administrator

JM
City Attorney

SW
City Manager

R-20-41

AIA[®] Document B203™ – 2017

Standard Form of Architect's Services: Site Evaluation and Project Feasibility

for the following **PROJECT**:
(Name and location or address)

Gladstone Police Department Site Assessment

THE OWNER:
(Name, legal status and address)

City of Gladstone
7010 N. Holmes
Gladstone, MO 64118
816-436-2200

THE ARCHITECT:
(Name, legal status and address)

Police Facility Design Group, PA
500 Grand Blvd, Suite 201A
Kansas City, MO 64106
816-298-6700

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 24th day of August in the year 2020 .
(In words, indicate day, month and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SITE EVALUATION AND PROJECT FEASIBILITY SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's services are based on the Initial Information set forth in this Article 1. Previous program documents and prior site evaluations.

§ 1.1.1 Site(s) to be evaluated:

To be determined. Proposed fee is based on a preliminary evaluation of 12 sites (including the existing police facility), and further detailed evaluation of six of these 12 sites.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an Owner-Architect agreement. It may be attached as an exhibit to AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any Owner-Architect agreement.

Init.

§ 1.1.2 The Owner's Development Objectives:

Make a determination as to the best site for supporting the development of the Gladstone Police Facility.

§ 1.1.3 The Architect shall retain the following consultants:

(List name, discipline, address, and other information.)

Not applicable

§ 1.1.4 Other Initial Information on which the Architect's services are based:

(List below other information that will affect the Architect's performance, such as the Owner's contractors and consultants, existing entitlements for land use or construction, existing encumbrances to land use, the Owner's budget for the Project, authorized representatives, and Owner confidentiality requirements.)

Availability of prior Police Study documents and existing building information.

§ 1.1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

ARTICLE 2 SITE EVALUATION AND PROJECT FEASIBILITY SERVICES

§ 2.1 The Architect shall manage the Site Evaluation and Project Feasibility Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 2.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.3 The Architect shall prepare, and periodically update, a schedule of Site Evaluation and Project Feasibility Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the schedule of Site Evaluation and Project Feasibility Services with the Owner's Project schedule.

§ 2.4 The Architect shall submit documents regarding the Site Evaluation and Project Feasibility Services to the Owner at appropriate intervals for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Site Evaluation and Project Feasibility Services.

§ 2.5 The Architect shall prepare a site evaluation and feasibility report based on the Architect's services
(Paragraphs deleted)
in Section 2.7.

§ 2.6 The Architect shall provide the listed Site Evaluation and Project Feasibility Services only if specifically designated below as the Architect's responsibility. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Site Evaluation and Project Feasibility Service is not being provided.

(Table deleted)(Paragraph deleted)

§ 2.7 Description of Services

Determine and make recommendation for the site that best supports the development and operation of the Gladstone Police Facility. Compare and contrast sites based on the acreage/area required to meet all established programmatic needs, compatibility with the intended facility development, police operational criteria, and project cost estimates..

Details of the Scope of Services are as follows:

Program Review and Update

1. Meet with key Police Managers in initial on-site information gathering work sessions to review previously completed space need programming. This review will result in the establishment of the individual spaces within the facility, the total building size requirement needed to meet Department needs today, and

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User Notes:

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separately for 20-years in the future; and the site needs such as parking, drives, etc. Where the existing Program does not provide sufficient, or current information, the following will be established:

- a. Facility needs out to 20 years (planning horizon) through the forecasting of department personnel for the planning horizon. Projections shall be developed by applying the City's anticipated percentage population increase for the period (from City accepted figures) to the current year departmental personnel counts.
- b. List of optimal functional elements through meetings with Department Managers. Functional elements are comprised of personnel, activities, and accessory use areas. Each distinct functional element becomes a room or space during design phase work.
- c. Estimate the detailed space needs for the functional elements currently required and the space required at the planning horizon. Establish current and future parking needs and the space requirement, including drives, to support that site need.
- d. Determine the best stacking of the functional elements (for multi-story building configurations) to establish the approximate footprint area on a site.

Site Evaluation

2. For each identified site, determine that the acreage/area meets the minimum required to support the development of all programmatic requirements. (For this initial site area size evaluation, the number of identified sites will be limited to 12, which includes the existing Gladstone Police Building).
3. For identified sites that meet the minimum site area requirement, the evaluation will consider the following: (Limited to six sites including existing police facility).
 - a. Sufficiency of site layout (using generic building footprint) that supports best building orientation (solar, streets), access to critical building points (public and staff access, vehicular building access locations, bulk materials entry points).
 - b. Police operational goals: Architect will assist the Police Department in identifying desirable criteria that support typical police operations at a site and neighborhood level. Architect will facilitate the Department in evaluating how well each site, being considered for development meets the established criteria.
 - c. Compatible usage: zoning, road improvement/site access, utility access, topography/grading, capacity for future expansion, neighboring land use.
 - d. Preliminary costs will be developed for each considered site. For sites that support new construction, square footage costs will be applied to the building programmed space based on single or multi-story construction. Typical site development cost will be applied utilizing unit costs. These costs would be anticipated to be relatively equal regardless of the site being considered.

Beyond the application of typical cost for building and site development, our evaluation will assess - based on the information available - non-typical costs for developing each site that may have an impact on the overall construction costs.

(Paragraph deleted)

- e. Evaluation of the existing facility will be based on the capacity of the existing police facility space (within the existing building envelop) to support the programmatic functions and the current site's capacity to support a building expansion for the balance of all other required program space. Additionally, we will evaluate the existing police department location in a similar manner - as defined above - to the other "new construction" sites.

For the evaluation associated with the cost of renovating existing space, we will determine the best use of that space and project the degree of renovation required in given areas within the current building envelop. We will assign square footage construction costs to areas for renovation based on a definition of the need for: total gutting and reconstruction, major renovation, minor renovation, or reassignment of use requiring no renovation.

Deliverables

4. Report document that details each site with regard to the above stated evaluation criteria and cost, and the strengths and weaknesses corresponding to each site.
5. Ranking and recommendation for each of the considered sites.
6. Site diagrams for each considered site showing a generic building footprint, key access points, parking and drives, other site critical information.
7. Meet with Police Managers to present draft findings.
8. Make draft revisions and prepare a final written report documenting the study findings.
9. Provide City all information necessary to support the City by providing information necessary to the report findings and formally present the final results to City officials/ Council.

Not Included

10. Beyond the existing police facility location, all evaluations are in consideration of new construction. For sites identified that have existing structures, we will evaluate the cost of razing such structures.
Evaluating any existing structure beyond razing will be an additional service.
11. Soft costs are not included in this evaluation. Soft costs are typically comprised of professional fees, geotechnical exploration, construction phase testing and inspection, and Owner's typical fixtures, furnishings, and equipment, etc. Cost comparisons are based on hard "bid-day" construction costs.
12. All site evaluations are assumed to be without benefit of site surveys and geotechnical documentation. Where these exist, we will take the information into account.
13. Site evaluation does not include a detail level anticipated after the development of civil engineering documents.
Civil engineering services required will be an additional service.
14. Architect is not responsible for developing information outside of this scope of service. Architect will obtain available information through the City, or as directed by the City for use in our evaluation.
15. Architect is not responsible for obtaining site acquisition costs or interacting with property owners in any capacity beyond accessing properties for review and possible photographs.
16. Detailed floor plans for the proposed use of the existing police facility are not included beyond a review of any previously prepared plans.
17. A detailed evaluation of the existing building conditions; HVAC systems, roof, structure, envelop, and other maintenance items are not included.

(Paragraphs deleted)

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

(Paragraphs deleted)

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide the Architect with information necessary to perform the Site Evaluation and Project Feasibility Services, which may include a program or other Owner-provided information regarding the development objectives for the Project. If necessary, the Owner shall provide the services of a surveyor, geotechnical engineer, or environmental consultant.

§ 4.2 The Owner shall provide the Architect with any available previous studies, data, reports, surveys, or other documents which have a direct bearing on the Site Evaluation and Project Feasibility Services.

§ 4.3 The Owner shall provide access to the property and buildings as necessary for the Architect to complete the Site Evaluation and Project Feasibility Services.

ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Site Evaluation and Project Feasibility Services described in Article 2 as follows:

(Insert amount of, or basis for, compensation.)

A stipulated sum of \$28,365, plus reimbursable expenses associated with travel (mileage) to sites, and report/documents printing. Reimbursable expense shall not exceed \$1,000.

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be determined at the time of need by mutual agreement of the Parties.

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Site Evaluation and Project Feasibility are as follows:

§ 6.1. Pursuant to Section 285.530 RSMo, by its sworn affidavit in substantially the form attached to this Agreement and incorporated herein, Architect hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Architect affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

§ 6.2. This Agreement shall terminate upon notice to the Architect by the Owner, acceptance by and presentation to the Owner of the final report, or 180 days; whichever comes first.

§ 6.3. The Architect is not responsible for unforeseen outcomes that result from recommendations that are without benefit of unavailable information; including but not limited to, subsurface and other unforeseen project conditions. property acquisition costs, and detailed site development costs.

§ 6.4.1 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 6.4.2 Commercial General Liability with policy limits not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 6.4.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits not less than One Million Dollars and Zero Cents (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 6.4.4 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 6.4.2 and 6.4.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 6.4.5 Workers' Compensation at statutory limits.

§ 6.4.6 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$1,000,000.00) each accident, One Million Dollars and Zero Cents (\$1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$1,000,000.00) policy limit.

§ 6.4.7 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$2,000,000.00) in the aggregate.

§ 6.4.8 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 6.4.9 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 6.4.

ARTICLE 7 SCOPE OF THE AGREEMENT

§ 7.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Scott C. Wingerson, City Manager



ARCHITECT (Signature)

James P Estes, President, Police Facility Design
Group, PA