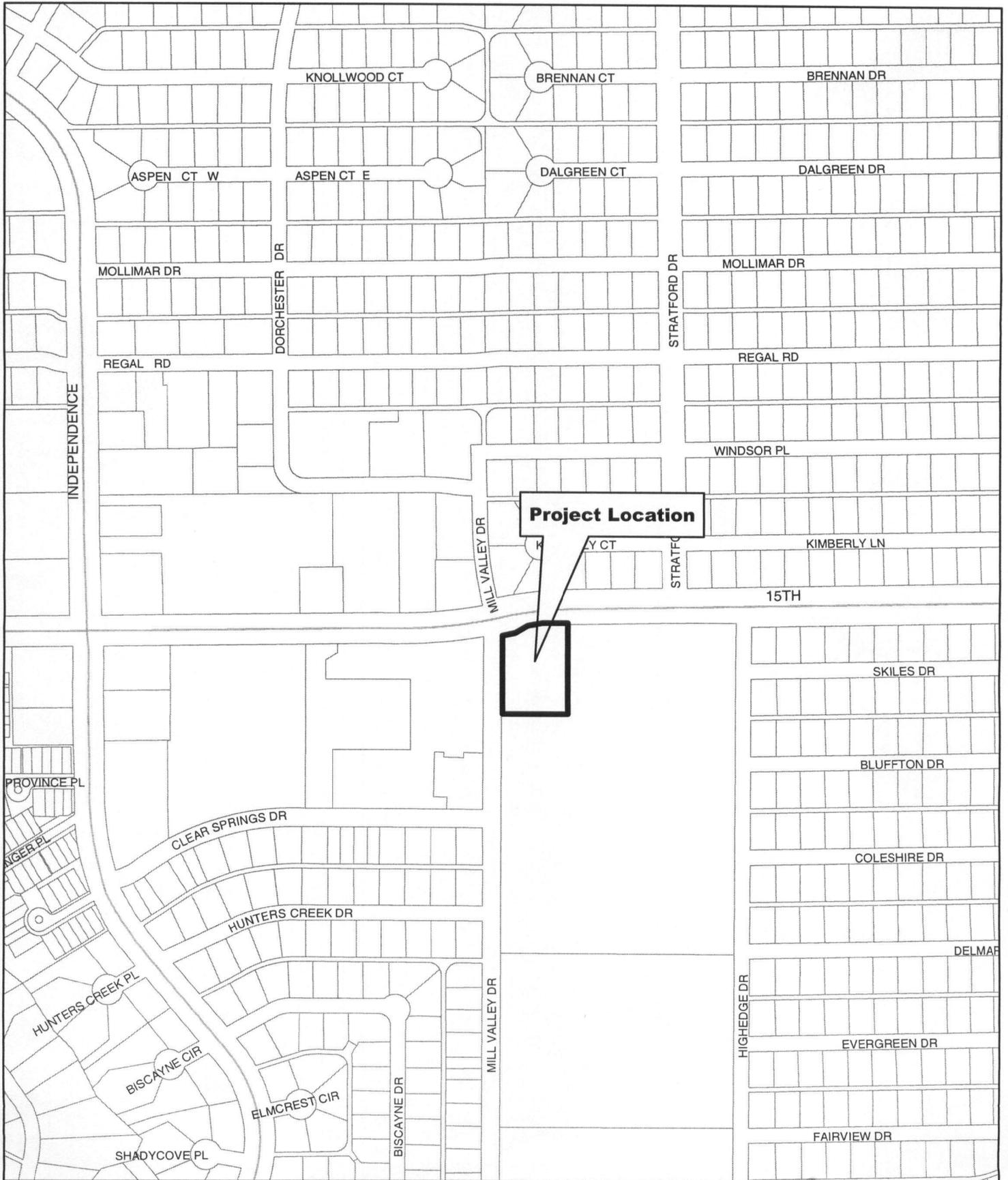




CITY OF PLANO COUNCIL AGENDA ITEM

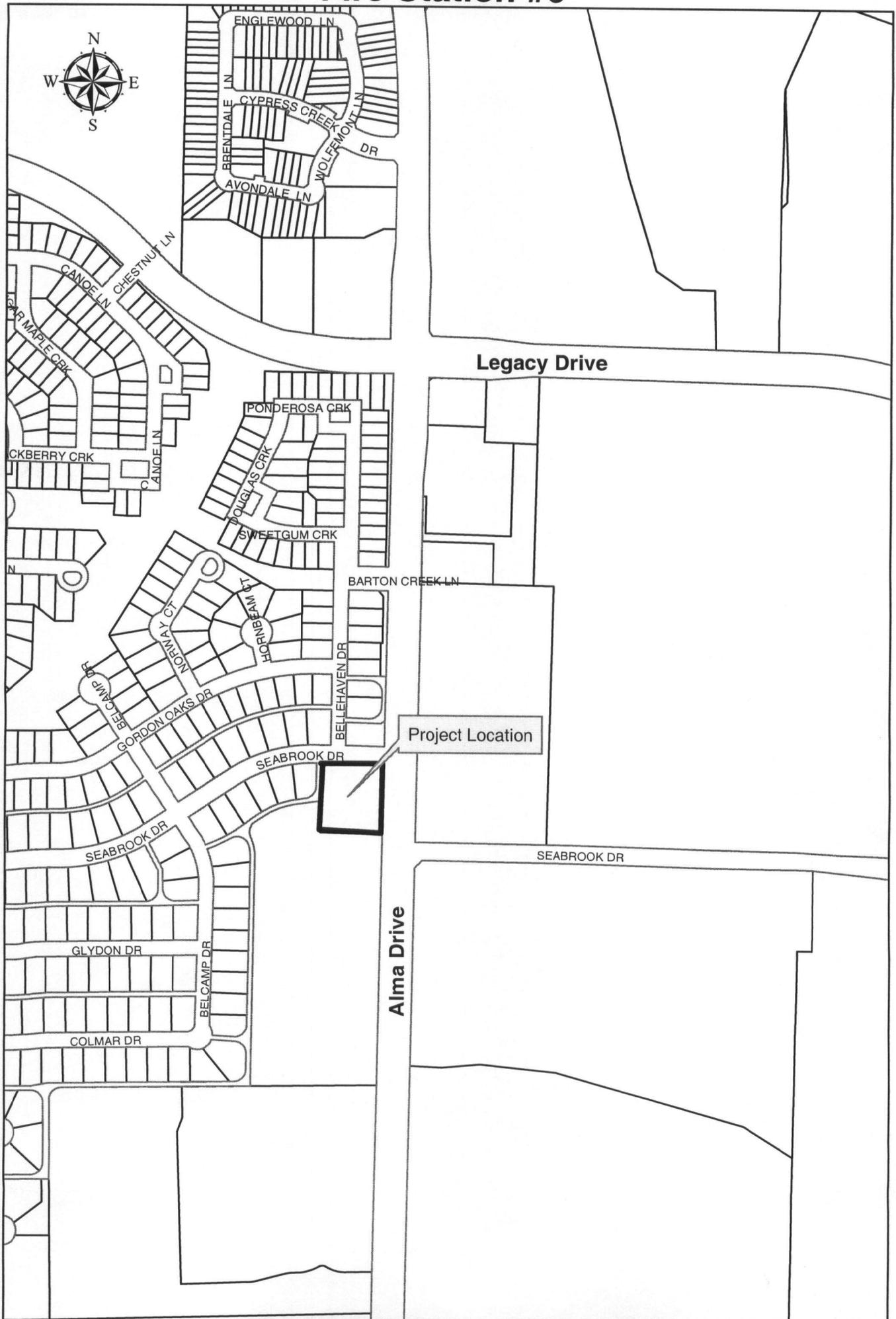
CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/22/13		
Department:		Engineering		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #):		Kathleen Schonne (7198)		(Project No. 6245)
CAPTION				
To Wiginton Hooker Jeffry, PC, increasing the agreement by \$153,050, for Fire Stations 2, 6 and 7 Renovations, Modification No. 1.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	63,666	2,935,334	0	2,999,000
Encumbered/Expended Amount	-63,666	-345,234	0	-408,900
This Item	0	-153,050	0	-153,050
BALANCE	0	2,437,050	0	2,437,050
FUND(S): FIRE FACILITIES CIP				
<p>COMMENTS: Funds are included in the FY 2012-13 Fire Facilities CIP. This item, in the amount of \$153,050, will leave a current year balance of \$2,437,050 for the Fire Station Reconfiguration project.</p> <p>STRATEGIC PLAN GOAL: Proper design of renovations at multiple Plano Fire Stations relates to the City's Goals of Safe Large City and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This modification, in the amount of \$153,050, is for changes to design of renovations for Fire Stations 2, 6 and 7, following new directions from the new Fire Chief.</p> <p>Staff recommends approval of Modification No. 1. The contract total will be \$561,950, for an increase of 37.43% over the original contract price of \$408,900.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Maps; Contract Modification No. 1		N/A		

Fire Station #2



Location Map

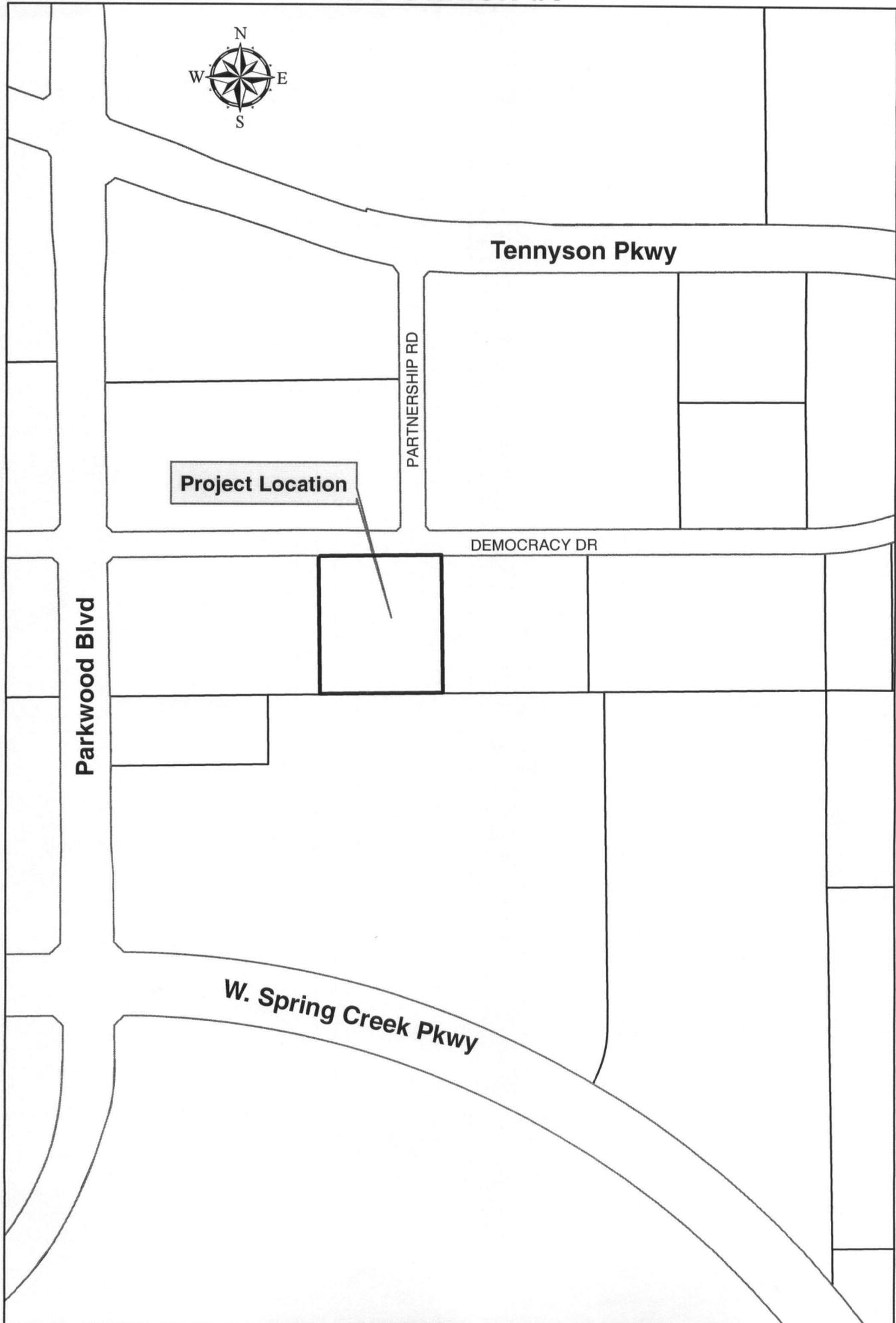
Fire Station #6



Location Map

5/24/2012

Fire Station #7



CONTRACT MODIFICATION

**FIRE STATIONS 2, 6 & 7 RENOVATIONS
PROJECT NO. 6245**

**PURCHASE ORDER NO. 104142
CIP NO. 10105**

This shall serve as a First Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and Wiginton Hooker Jeffry, PC (hereinafter "Consultant"), dated July 2, 2012, for Professional Architectural Services for the referenced project (hereinafter "Project").

Services:

This Modification amends the scope of services as originally set forth in the contract as follows and detailed in "Exhibit A2" and "Exhibit C", revised 6/21/13:

Change designs for all stations per revised directions of new Fire Chief.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$153,050. Such payment shall be made in accordance with the payment terms specified in the Contract.

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

Original Contract Amount	\$	<u>408,900.00</u>
Contract Amount (Including Previous Modifications)	\$	<u>408,900.00</u>
Amount, Modification No. 1	\$	<u>153,050.00</u>
Revised Contract Amount	\$	<u><u>561,950.00</u></u>
Total Percent Increase Including Previous Modifications		<u>37.43%</u>

Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

CITY OF PLANO
OWNER

WIGINTON HOOKER JEFFRY, PC
CONSULTANT

By: _____
(signature)

By: 
(signature)

Print
Name: Bruce D. Glasscock

Print
Name: Anthony M. Jeffry

Print
Title: City Manager

Print
Title: Sr. Vice President

Date: _____

Date: July 9 2013

APPROVED AS TO FORM:

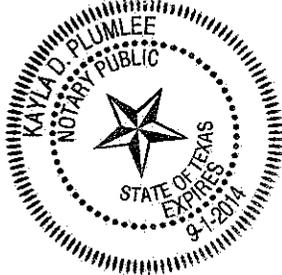
By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 9th day of July, 2013, by **ANTHONY M. JEFFRY, AIA, SR. VICE PRESIDENT** of **WIGINTON HOOKER JEFFRY, PC**, a **TEXAS** corporation, on behalf of said corporation.



Kayla D. Plumlee
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of July, 2013, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

Station No. 2

- Addition to front (north) of building to house a fitness room, two offices, two dorms and one restroom.
- Reconfigure Lobby/Exam/Watch/Mail Room/Day Room/Existing Fitness
- Provide new entry canopy
- Investigate structural foundation problem in Apparatus Bay wall and report findings to Owner. If significant structural work to address issue is required, it shall be an additional service. (Direction was to patch/repair wall construction, no foundation modifications)
- Repaint/recoat exterior
- Replace all windows in living spaces with new storefront with double pane glass
- Add two coiling grilles (may necessitate exterior installation and recessing coil into exterior soffit)
- Re-work ramp to provide an accessible route from the living spaces into the apparatus bay
- Add ceiling fans in the dorm rooms
- Add raceway to hide exposed conduit in dorm rooms
- Add dumpster enclosure
- Remove hose drying rack
- Replace dorm lockers
- Existing Toilet rooms to be renovated and made accessible, omu walls to be replaced with stud construction
- Kitchen to have new cabinets along north wall replacing angled island
- Add additional lockers in between kitchen and dorm corridor
- Rework laundry room and add tall storage cabinets
- Replace landscaping and irrigation system
- Rework site drainage around building
- Replace concrete parking at visitor entrance

Station No. 6

- Provide accessible parking and route to building entrance including ramping and sidewalk to street sidewalk
- Lower transaction counter in lobby
- Provide addition to house new sleeping areas, accessible restroom and office
- Provide addition to house, work room, fitness room, bunker gear and janitor
- Rework existing closed-off apparatus bay to provide a bay for battalion chief's vehicle
- Replace doors on the circulation path with 36" doors
- Replace door hardware
- Provide a accessible route from the living spaces into the apparatus bay next to laundry
- Rework laundry roof in conjunction with ramp
- Replace toilet partitions in the staff restroom
- Replace roof
- Recoat apparatus bay floor with Stonhard Flooring
- Add dumpster enclosure
- Add two coiling grilles
- Remove exterior hose drying rack
- Existing toilet and Kitchen modifications are excluded
- Replace landscaping and irrigation system

Station No. 7 & Police Sub-station

- Clean and seal exterior
- Clean and repaint underside of covered parking soffit
- Provide accessible parking and route to building entrance including ramping if necessary at both Police and Fire entrance
- Rework site drainage
- Repair failed concrete drive areas

Police Sub-station

- Investigate A/C units and replace units if required
- Replace ceiling tile throughout facility
- Replace storefront and door at staff entry
- Add canopy above rear staff entry
- Add new canopy at front entry
- Replace drinking fountain in main corridor with an accessible unit
- Redesign Men's and Women's locker rooms/toilets/showers to be accessible.
- Provide new lockers with power and built-in bench
- Remove lockers from public toilet
- Replace lights in public toilet
- Correct water temperature in public toilet
- Break Room cabinets and countertops should be replaced.
- Rework front lobby area to provide a storage room

Fire Station

- Building excluded from scope

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Station 2			
	Architectural	\$	110,000
	Structural	\$	12,000
	MEP	\$	18,200
	Station 2 Sub-total	\$	140,200
Station 6			
	Architectural	\$	164,000
	Structural	\$	16,000
	MEP	\$	25,400
	Station 6 Sub-total	\$	205,400
Station 7			
	Architectural	\$	100,000
	Structural	\$	5,500
	MEP	\$	11,500
	Station 7 Sub-total	\$	117,000
Basic Services Total		\$	462,600

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

Civil Engineering/Design			
	Station 2	\$	13,000
	Station 6	\$	13,000
	Station 7	\$	13,000
Detailed Cost Estimating			
	Station 2	\$	3,600
	Station 6	\$	3,600
	Station 7	\$	3,600
Topographic Survey			
	Station 2	\$	3,800
	Station 6	\$	3,800
	Station 7	\$	4,000
Landscaping/Irrigation			
	Station 2	\$	16,500
	Station 6	\$	16,500
	Station 7	\$	None
Geotechnical Investigation (Stations 2 & 6)		\$	4,850
Additional Services Total		\$	99,350

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect on a mutually agreeable stipulated sum; or failing this, on an hourly basis at the Architect's normal billing rates for each staff member performing the services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus thirty percent (30%).

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20 %)
Construction Documents Phase	Fifty-five	percent (32.5 %)
Bidding or Negotiation Phase	Five	percent (7.5 %)
Construction Phase	Twenty	percent (40 %)
Total Basic Compensation	One hundred	percent (100 %)

§ 11.6 The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

<u>Employee or Category</u>	<u>Rate</u>
Sr. Principal	\$250
Principal	\$200
Sr. Project Manager	\$150
Project Manager	\$125
Sr. Project Designer	\$150
Project Designer	\$125
Sr. Const. Administrator	\$135
Construction Administrator	\$75
Project Architect/Coordinator	\$110
Intern/CADD Operator 3	\$90
Intern/CADD Operator 2	\$80
Intern/CADD Operator 1	\$70
Specification Writer	\$100
Clerical	\$65

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation;
- .2 Authorized out-of-town travel and subsistence;
- .3 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .4 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .5 Printing, reproductions, plots, standard form documents;
- .6 Postage, handling and delivery;
- .7 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .8 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .9 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .10 All taxes levied on professional services and on reimbursable expenses;

- .11 Site office expenses; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00%) of the expenses incurred. Reimbursable Expenses shall not exceed fifteen thousand dollars (\$15,000.00) without prior approval from the Owner.

Cost associated with the printing of bid documents and specifications and delivery of same will be in addition to the allowance or billed directly to the Owner.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate of 12% per annum, or at the legal rate prevailing from time to time at the principal place of business of the Architect.

§ 11.10.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Fees are based on providing three distinct bid packages (one for each station) and a construction phase whereby three distinct Contractors are doing the work either simultaneously or in sequence. Should the Owner choose to utilize one bid package and one contractor for all construction, the Architect agrees to discount the Basic Services fee in the amount of \$25,000.