

ORDINANCE NO. 21-122

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH RICHARD L. BOWEN & ASSOCIATES, INC. OF CLEVELAND, OHIO, FOR THE JUSTICE CENTER DESIGN PROJECT PHASE I & II; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the new Justice Center facility will house the Municipal Court and Police Department and initially was planned to be located at 1706 Hayes Avenue, Sandusky, the former American Crayon site, with potential site planning for tennis courts, a recreation building, pickle ball courts, and other outdoor amenities; and

WHEREAS, this City Commission approved an agreement for Professional Design Services with Richard L. Bowen & Associates, Inc. of Cleveland, Ohio, for the Justice Center Design Project Phase I by Ordinance No. 18-080, passed on May 13, 2019; and

WHEREAS, the design for this project was split into two phases, the first phase consisting of a programming and needs assessment, conceptual layouts and preliminary costs which has already been completed and the second phase is consisting of the schematic design, final design, limited construction engineering services and project close out; and

WHEREAS, a presentation was made at the June 28, 2021, regularly scheduled City Commission meeting by Staff to investigate the old City Hall site at 222 Meigs Street for potential use for the Justice Center and upon motion, the City Commission voted to accept Staff's recommendation; and

WHEREAS, Richard L. Bowen & Associates, Inc. will be providing additional professional design for Phase II of the Justice Center Design Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the original cost of the professional design services was \$91,483.00 and this Amendment will increase the cost by \$1,434,087.00 for a revised total cost of \$1,495,070.00 and the additional cost will be paid with funds from the Court's Capital Account (40%) and the City's Capital Projects Fund and/or Coronavirus Relief Fund (60%) for the Sandusky Police Department's portion; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and proceed with the Phase II design and to move the project forward as there are continuous maintenance costs associated with the existing building due to its present condition; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this

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Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a First Amendment to the Agreement for Professional Design Services with Richard L. Bowen & Associates, Inc. of Cleveland, Ohio, for the Justice Center Design Project Phase I, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, in an amount **not to exceed** One Million Four Hundred Thirty Four Thousand Eighty Seven and 00/100 Dollars (\$1,434,087.00) for a total amount **not to exceed** One Million Four Hundred Ninety Five Thousand Seventy and 00/100 Dollars (\$1,495,070.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

KELLY L. KRESSER
INTERIM CLERK OF THE CITY COMMISSION

Passed: July 26, 2021

**FIRST AMENDMENT TO THE AGREEMENT
FOR
PROFESSIONAL SERVICES**

This First Amendment to the Agreement for Professional Design/Engineering Services (this “Agreement”), made as of _____, 2021, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and Richard L. Bowen & Associates, Inc. (the “Architect/Engineer”), whose contact person and address are set forth below.

WHEREAS, the City is operating under its Charter, ordinances and regulations and it is the intention of the City, in the exercise of its powers, to obtain professional design/engineering services for the following project (the “Project”):

Project Name:	Justice Center Design Phase I & II
City Engineer:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870
Architect/Engineer:	Allan Renzi, Principal
Contact:	Richland L. Bowen & Associates, Inc.
Address:	1300 Shaker Boulevard Cleveland, Ohio 44120

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed June 12, 2019, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Services Amendment executed on _____, between the City and Richard L. Bowen & Associates, Inc. for a revised fee not to exceed **<INSERT FULL CONTRACT AMOUNT>**.

Signature Page to Follow



PROPOSAL FOR ARCHITECTURAL AND
ENGINEERING SERVICES
Justice Center Design Contract Amendment
Sandusky, Ohio
JOB# 13129.00
CONTACT: Robyn Wolf, Project Manager

Mr. Aaron Klein
Director of Public Works
City Of Sandusky
240 Columbus Avenue
Sandusky, Oh 44870
(419) 627.5829

July 16, 2021

Dear Mr. Klein:

The firm of Richard L. Bowen + Associates Inc. (the "Architect") is pleased to submit this proposed Contract Amendment to the June 12, 2019, Justice Center Design Agreement between the City of Sandusky (the "Owner") and Richard L. Bowen + Associates Inc. for your consideration on the above-captioned project (the "Project").

SCOPE OF THE PROJECT AND BASIC SERVICES

The City of Sandusky (the "Owner") intends to initiate a construction project to include the following:

Comprehensive renovation of the existing municipal building located at 222 Meigs Street, Sandusky, Ohio, for the City of Sandusky Justice Center, based upon the feasibility study completed by Bowen in October 2020. The study documents are attached as Exhibit "A" to this amendment and include a program, site plan, fit plan, exterior envelope conditions report, conceptual renderings, and program level cost estimate.

Our Architectural and Engineering (A/E) Services will be provided in two phases: Phase I (Program Verification and Concept Estimate), and Phase II (from Schematic Design to Project Closeout). Our proposed lump sum fees for Phase I and Phase II A/E Services are the sums detailed below.

Our Owner's Representative / Extended Construction Administration (OR/CA) Services will be provided concurrent with Phase II A/E Services. Our proposed lump sum fee for Phase II OR/CA Preconstruction is the sum detailed below.

I. Project Overview and Scope

Based on recommendations included in the previously prepare feasibility study, it is our understanding that this project will be a renovation of the existing municipal building for the Police and Municipal Court, including exterior building design and improvements, interior renovation, building systems modification and upgrade, and site improvements. The construction will be phased to accommodate the continued operation of the Police and Municipal Court which currently occupy approximately two-thirds of the existing building.

II. Project Site

The site is located at 222 Meigs Street and currently houses the Police and Municipal Court functions in a portion of the building. The remainder of the building formerly housed the City Administrative offices which were relocated to a separate facility. The site, including parking lots, sidewalks, and the storm water collection system will be revised to accommodate the specific needs of the Police and Municipal Court.

III. Building Description

The existing Sandusky Municipal Building was constructed in the mid-1950s with a re-roofing project in the 1970s and a small infill addition in the 1990s. Some general improvements have been made over the decades; however, much of the building envelope is original. A preliminary assessment of the exterior envelope was completed by Bowen July 8, 2020, to verify its condition; however, a more detailed assessment is necessary to determine specific repairs. Due to the age of the facility, renovations to the building will include thermal upgrades to the building envelope (walls, roof, windows, doors).

Upon completion of renovation, the building will serve as the headquarters for the Police Department and Municipal Courts. The new program is estimated to be approximately 17,800 SF for the Municipal Court and approximately 25,900 SF for the Police Station. If the total project cost is increased to incorporate additional scope requested by the Owner or User Groups, the Architect reserves the right to request a fee adjustment.

This Proposal is to provide Architectural, Civil, Structural, Mechanical, Plumbing and Electrical Engineering, Landscape Architecture, Furniture/FF&E design, and Owner’s Representative/Enhanced Construction Administration services as described below.

IV. Scope of Services – Phase I Architectural & Engineering Services

The following summary outlines the major activities and deliverables included in the Phase I Architectural and Engineering Services. The duration indicated is based on project commencement in August 2021. If unexpected delays occur through no fault of the Architect, the Architect reserves the right to request a fee adjustment.

1. Program Verification (PV) and Estimate Update

A. Activities completed during this phase will include the following:

- i. Facilitate a project kick-off meeting with Owner and User-groups.
- ii. Facilitate a maximum of (2) meetings with User-groups and other stakeholders to review program of requirements.
- iii. Revise Programs of Requirements to include Owner and User-groups’ comments as needed.
- iv. Prepare an updated cost estimate based on the updated Program of Requirements and current market conditions.

B. Deliverables provided during this phase will include:

- i. Program of Requirements in PDF format.
- ii. Conceptual Estimate in PDF format.

C. Owner’s written acceptance of the Programs of Requirements prior to the start of the next phase.

D. Anticipated duration: 1 month.

2. Fee Schedule – Phase I Architectural & Engineering Services

Program Verification	\$5,730
Estimating	\$3,770
Subtotal	\$9,500 lump sum
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Topography/boundary survey, if needed	By Owner
Geotech Investigation and Report, if needed	By Owner
Environmental and/or Hazardous Materials Survey and Report, if needed	By Owner
Reimbursable Allowance for Phase I	\$1,000
(Not to exceed. Including, but not limited to, travel, printing costs, and other expenses as approved by owner)	

V. Scope of Services – Phase II Architectural & Engineering Services

The following summary outlines the major activities and deliverables included in the Phase II Architectural and Engineering Services. The duration indicated is based on project commencement in September 2021. If unexpected delays occur through no fault of the Architect, the Architect reserves the right to request a fee adjustment.

1. Schematic Design (SD)

A. Activities completed during this phase will include the following:

- i. Attend (1) progress meetings with the Owner and User-groups to review overall design, budget, & schedule.
- ii. Facilitate a maximum of (2) meetings with user-groups to review design items specific to their area.
- iii. Conduct a site visit to verify and assess existing conditions.
- iv. Update exterior envelope improvement recommendations.
- v. Prepare base Revit model of existing building.
- vi. Develop schematic level floor plans and site plan.
- vii. Develop schematic level exterior elevations/design.
- viii. Select HVAC, plumbing, electrical, and technology systems.
- ix. Complete service and load calculation and verify utility service requirements.
- x. Complete initial project code analysis and review with City building department.
- xi. Perform zoning analysis.
- xii. Coordinate with Owner's consultants (survey, geotechnical, environmental) as required.
- xiii. Develop preliminary construction phasing plans, including demolition plans.
- xiv. Prepare up to (3) exterior and interior renderings.
- xv. Prepare an SD level cost estimate.
- xvi. Host (1) sustainable design meeting and score the base scope design against the LEED scoring system.

B. Deliverables provided during this phase will include:

- i. Schematic Design level drawings in PDF format and (1) full-size printed set.
- ii. Schematic Design level narratives for major building systems in PDF format and (1) bound hard copy.
- iii. LEED Scorecard based on the base scope design.

C. Owner to provide:

- i. Site survey drawing, geotechnical report, and environmental/hazmat survey report for use by Architect.
- ii. Review and written acceptance of the Schematic Design documents prior to the start of the next phase.

D. Anticipated duration: 1.5 months.

2. Design Development (DD)

A. Activities completed during this phase will include the following:

- i. Attend a maximum of (2) progress meetings with the Owner and User Groups to review overall design, budget, and schedule.
- ii. Facilitate a maximum of (3) meetings with user-groups to review design items specific to their area.
- iii. Finalize floor plans, site plan, and elevations.
- iv. Refine space requirements for major building systems and equipment.
- v. Develop typical exterior envelope wall sections and select materials.
- vi. Develop interior materials and finishes palette.
- vii. Update code review as required.
- viii. Update construction phasing plans and demolition plans as required.
- ix. Prepare up to (3) exterior and interior renderings.
- x. Public presentation of DD submittal at (1) City Council meeting and (1) public meeting.

- xi. Submission and presentation of project for Zoning and Planning Commission approval.
 - xii. Evaluate acoustical characteristics of proposed courtroom designs and mitigate deficiencies as needed.
 - xiii. Prepare an DD level cost estimate.
- B. Deliverables provided during this phase will include:
- i. Design Development level drawings in PDF format and (1) full-size printed set.
 - ii. Project Manual including product data sheets for major materials and equipment in PDF format and (1) bound hard copy.
- C. Owner review and written acceptance of the Design Development documents prior to the start of the next phase.
- D. Anticipated duration: 2.5 months.
3. Construction Documents (CD)
- A. Activities completed during this phase will include the following:
- i. Attend a maximum of (3) progress meetings with the Owner and User Groups to review overall design, budget, and schedule.
 - ii. Refine and finalize design.
 - iii. Develop way-finding signage package.
 - iv. Prepare construction documents and specifications.
 - v. Coordinate with Owner's departments and outside vendors as required (e.g. AV equipment vendor).
 - vi. Finalize code review including completion of required energy analysis.
 - vii. Finalize construction phasing and demolition plans for inclusion in the bid documents.
 - viii. Submit 100% CDs to Building Department and other authorities having jurisdiction for plan review and permitting.
 - ix. Prepare responses to plan review comments.
 - x. Public presentation of final submittal at (1) City Council meeting, if needed.
 - xi. Prepare a CD/Bid level cost estimate.
- B. Deliverables provided during this phase will include:
- i. 90% bid documents in PDF format for Owner final review.
 - ii. 100% bid documents provided in PDF format and (1) full-size printed set.
 - iii. The Owner will provide their front end documents.
- C. Owner review and written acceptance of the Bid Documents.
- D. Anticipated duration: 4 months.
4. Bid Administration and Contracting (BA)
- A. Activities completed during this phase will include the following:
- i. Facilitate pre-bid meeting.
 - ii. Prepare responses to Contractor's bid RFI's.
 - iii. Prepare and issue addenda.
 - iv. Review bids and attend scope review meeting.
 - v. Recommend contractors to Owner for award.
- B. Deliverables provided during this phase will include:
- i. Bidder recommendation letter to Owner in PDF format.
- C. Anticipated duration: 3 months.
5. Construction Administration (CA)
- A. Activities completed during this phase will include the following:
- i. Attend pre-construction meeting with Owner and Contractor.
 - ii. Attend bi-weekly Owner-Architect-Contractor (OAC) meetings.

- iii. Bi-weekly site observation walk-throughs at OAC meetings.
- iv. Respond to Contractor's RFIs.
- v. Review shop drawings and submittals prepared by Contractor.
- vi. Prepare bulletins (change directives) as required.
- vii. Review change orders.
- viii. Review Contractor's applications for payment.
- ix. Complete punchlist walk-thru at the end of each construction phase.

B. Deliverables provided during this phase will include:

- i. Site observation reports as needed.
- ii. (1) Punchlist report in PDF format.

C. Anticipated duration: 21 months.

6. Project Closeout

A. Activities completed during this phase will include the following:

- i. Review Operations & Maintenance Manual submittals prepared by the Contractor.
- ii. Prepare Certificate of Substantial Completion.
- iii. Prepare record drawings from Contractor's as-built drawings.

B. Deliverables provided during this phase will include:

- i. Record drawings in PDF format.

C. Anticipated duration: 2 months.

7. Fee Schedule – Phase II Architectural & Engineering Services

Subtotal **\$866,515 lump sum**

In the event that the actual Construction Budget exceeds \$14,000,000, the Fee indicated above shall be adjusted in the proportion that the original Fee bears to the original Construction Budget. Any necessary adjustment in the A/E compensation shall be negotiated to the mutual reasonable satisfaction of the Owner and Architect.

Reimbursable Allowance for Phase II A/E \$10,000
(Not to exceed. Including, but not limited to, travel, printing costs, and other expenses as approved by owner)

VI. Scope of Services – Phase II Owner's Representative / Extended Construction Administration Services

The following summary outlines the major activities and deliverables included in the Phase II Owner's Representative / Extended Construction Administration (OR/CA) Services. The duration indicated is based on project commencement in September 2021. If unexpected delays occur through no fault of the Owner's Representative, the Owner's Representative reserves the right to request a fee adjustment.

1. Pre-Construction:

- A. Meeting Attendance – Attend design meetings between the Architect and the City, as needed.
- B. Value Engineering – Research the construction details, material options, etc. to allow a proper balance of design aesthetics, durability of the structure and compliance to the budget.
- C. Constructability Reviews – Provide drawing reviews at each phase to ensure the constructability of the plans.
- D. Scheduling – Prepare an achievable construction schedule that will be included in the Bid Documents. This schedule will be the basis for the construction and will allow the bidders to tailor their proposals to be in compliance with the schedule requirements.
- E. Permitting – Assist the Architect in obtaining jurisdictional approvals, if needed.

- F. Bidding – Manage the bid process and prepare specific bid packages (up to 7) for all aspects of the Project to ensure the best value for the City.
- G. Bid Awards – Prior to the awarding of contracts to the various trades, the bids will be verified to ensure thoroughness and compliance with the Contract Documents. Scope review meetings will be held with potential low bidders as needed.
- H. Anticipated duration: 11 months.

2. Phased Construction:

- A. Provide a Project Manager to oversee the on-site staff, chair the weekly on-site Contractor meetings, attend any City/Architect meetings, review and approve all Construction Phase project records, prepare and present monthly status reports, which will include an updated project schedule and cost control reporting.
- B. Provide a full time Site Superintendent and Project Administrator to act as the Field Staff throughout the course of all construction activities.
- C. The Field Staff will be responsible for the following:
 - i. Field Observation, daily reports, and photographs
 - ii. Processing of all submittals, RFI's, bulletins, field directives, COR and payment applications.
 - iii. Obtain approvals and distribute project documents to all required parties.
 - iv. Cost Control reporting.
 - v. Attendance at all weekly jobsite meetings and other City/Architect meetings as required.
 - vi. Prepare, update, and distribute all meeting minutes and other project-related information.
 - vii. Monitor the schedule and implement corrective measures as needed.
 - viii. Monitor all construction to ensure compliance to the Contract Documents.
 - ix. Manage all required field testing, surveying, and inspections.
 - x. Conduct prevailing wage interviews and other compliance measures as needed.
- D. Anticipated duration: 21 months.

3. Project Closeout

- A. Activities completed during this phase will include the following:
 - i. Ensure that all work is compliant to the Contract Documents,
 - ii. Ensure all product data has been received,
 - iii. Verify that all training has been completed.
 - iv. Verify that the City has received final waivers and liens prior to final payment.
- B. Anticipated duration: 2 months.

4. Project Management Software

During Construction and Project Closeout, the OR/CA will utilize its electronic Project Management Information System (Newforma) to maintain, organize, produce and update the status for all project documents and records. The Architect, The City and Contractor, along with any other project service providers will each be given their own username and password to receive, view, respond, edit and download any project documents as needed, depending on their specific role in the Project. At the conclusion of the Project, an electronic file will be created that contains all Project related information.

5. Fee Schedule – Phase II Owner's Representative / Extended Construction Administration Services

Subtotal **\$502,072 lump sum**

In the event that the actual Construction Budget exceeds \$14,000,000, the Fee indicated above shall be adjusted in the proportion that the original Fee bears to the original Construction Budget. Any necessary adjustment in the OR/CA compensation shall be negotiated to the mutual reasonable satisfaction of the Owner and Architect.

Reimbursable Allowance for Phase II OR/CA \$10,000
 (Not to exceed. Including, but not limited to, travel, printing costs, and other expenses as approved by owner)

VII. Additional Services

The following items are **not included** in the Project Scope at this time but could be provided for an additional fee:

1. Surveys, soil borings or geotechnical reports.
2. Physical models.
3. Signage and graphics.
4. Life cycle cost and analysis.
5. Design, engineering, and documentation pertaining to LEED certification.
6. Multiple bidding packages.
7. Attendance of post construction or operations review meetings.

VIII. Project Schedule Summary

PHASES	A/E SERVICES	OWNER'S REP / CA SERVICES	DURATION
Phase I	Program Verification / Estimate Update	-	1 month
Phase II	Schematic Design	Pre-Construction	1.5 months
	Design Development		2.5 months
	Construction Documents		4 months
	Bid Administration and Contracting		3 months
	Construction Administration	Phased Construction	21 months
	Project Closeout	Project Closeout	2 months

* Phase durations do not include the Owner review process.

IX. Fee Schedule Summary

Phase I A/E Services	Program Verification	\$5,730.00	lump sum
	Estimating	\$3,770.00	lump sum
	Reimbursable	\$1,000.00	not to exceed
Phase II A/E Services	Schematic Design	\$866,515.00	lump sum
	Design Development		
	Construction Documents		
	Bid Administration and Contracting		
	Construction Administration		
Project Closeout			
	Reimbursable	\$10,000.00	not to exceed
Phase II OR/CA Services	Pre-Construction	\$502,072.00	lump sum
	Phased Construction		
	Project Closeout		
	Reimbursable		
Third Party Testing & Inspection Allowance		\$35,000.00	

*Fees indicated are applicable to a project with a maximum actual Construction Budget of \$14,000,000.

Very truly yours,

RICHARD L. BOWEN + ASSOCIATES INC.

Allan L. Renzi, AIA
President

cc: Accounting
Contract File
Robyn Wolf

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