

DATE:

August 25, 2023

TO:

Darrel Pyle, City Manager

FROM:

Brenda Hall, City Clerk

SUBJECT:

Contract K-2324-67 – The McKinney Partnership

Building 201 Generator

**BACKGROUND**: Building 201 of the Municipal Complex currently has a generator that was transferred from Building C when its generator was upgraded.

**<u>DISCUSSION</u>**: The current generator will not carry the full load of the building so when the power is out, half of the building does not have backup power. Power outages, which can occur frequently, limit the ability of City Staff to work and respond to citizens until power is restored.

Funds are budgeted in the Municipal Complex Renovation/Expansion, Design (Project BG0067; account 50196644-46101).

**RECOMMENDATION**: Staff recommends Contract K-2324-67 with The McKinney Partnership, in the amount of \$26,500, for the design of the parking lot be approved.

Approved Date Not approved Date



August 21, 2023

Mrs. Brenda Hall City Clerk City of Norman 201 West Gray Street Norman, OK 73070

Re: Proposal of Architectural Services City Hall Generator Replacement Norman, Oklahoma

Mrs. Hall:

We appreciate this opportunity to submit to the City of Norman our Proposal of Architectural Services relating to City Hall Generator Replacement. We propose the following Scope, Outline of Services, and Fee Structure for this work:

#### PROJECT UNDERSTANDING

#### **Proposed Scope**

Design of generator and automatic transfer switch replacement for City Hall. New equipment to be sized to accommodate a complete building backup including power, lighting, and HVAC. The existing utility courtyard enclosure will need to be modified to accommodate the new equipment.

### Article 1 BASE ARCHITECTURAL SERVICES

3600 West Main Suite 200 Norman, Oklahoma 73072 405.360.1400 p 405.364.8287 f tmparch.com

**Schematic Design** 

1.01 Schematic Design was approved on 05/11/22 by the Owner.

# **Design Development**

- 1.02 Site visit from Architect and electrical engineer to verify existing conditions, generator and electrical equipment.
- 1.02 Prepare Design Development Documents including Demo Plan, Site Plan, Floor Plan, and Exterior Elevations.
- 1.03 Coordinate and provide Electrical Engineering design.
- 1.04 Issue 100% Design Development Documents to City and ADG (if required) for review and respond to review.
- 1.05 Issue 100% Design Development Documents to CM to be used to prepare 100% DD budget.

### **Construction Documents**

- 1.06 Prepare Construction Documents for permitting, bidding, and construction including but not limited to Demo Plan, Site Plan, Floor Plan, Exterior Elevations, Misc. Details, and Specifications.
- 1.07 Coordinate and provide Electrical Engineering design.
- 1.08 Issue 65% Construction Documents to City and ADG (if required) for review and respond to review comments.
- 1.09 Issue 65% Construction Documents to CM to be used to prepare 65% CD budget (if needed).
- 1.10 Submit final documents to City of Norman for permitting and incorporate any comments as required for approval and issuance of building permit.

## **Bidding and Negotiations**

- 1.11 Assist the City of Norman in issuance of plans to CM for bidding.
- 1.12 Respond to Requests for Information (RFIs) and issue Addenda as required during bidding.
- 1.13 Attend bid opening, review bids and CM's Guaranteed Maximum Price (GMP).

### **Construction Observation**

- 1.14 Respond to RFIs from CM and render decisions relating to matters of compliance or interpretation of the documents in conjunction with the City of Norman.
- 1.15 Review of Shop Drawings and Submittals.
- 1.15 Attend Pre-Construction meeting prior to start of construction.
- 1.16 Review the construction at intervals required for life safety and code compliance estimated at two (2) site visits per month and two (2) Owner/Architect/Contractor meetings per month.
- 1.17 Preparation and distribution of written field reports and photo-documentation of each site visit.
- 1.18 Conduct final Punch List inspection with City of Norman and CM. Conduct final inspection to verify satisfactory completion of the work.
- 1.19 Review CM's Change Order Requests (CORs) and issue Change Orders and Work Directives during construction as required.
- 1.20 Issue Certificate of Substantial Completion.
- 1.21 Conduct 11-month post-completion inspection of the work prior to CM's 12-month warranty expiration for each building Phase.

## Article 2 OWNER RESPONSIBILITIES:

- 2.01 Provide project requirements and information relating to this project.
- 2.02 Site survey indicating utility line locations in area of work.
- 2.03 Request underground utility locating service in area of work.
- 2.04 Building Permit fees.
- 2.05 Special Inspection fees (if required).
- 2.06 Review documents as needed to convey changes and instructions to the Architect.
- 2.07 Provide written approval at all stages of the project.

### Article 3 ADDITIONAL SERVICES:

- 3.01 Changes or Value Engineering in the project at the Owner's request after previous phases have been approved by the Owner when such changes require additional work by the Architect or their Consultants.
- 3.02 3-D renderings.
- 3.03 Signage design.
- 3.04 Additional construction observation required beyond the contracted completion due to no fault of the Architect. Architect shall invoice the Owner who should recover any additional costs from the Contractor.
- 3.05 Structural engineering (if required beyond \$2,500.00 allowance).
- 3.06 Civil engineering (if required).
- 3.07 Landscape design.
- 3.08 Detailed cost estimates or opinions of probable costs.
- 3.09 As-built verification after construction is completed.

## Article 4 ARCHITECTURAL FEES

4.01 Architectural Fee for Basic Services shall be a lump sum fee of \$26,500.00 for City Hall Generator Replacement. Refer detailed fee breakdown below:

Architectural Fee	\$ 14,500.00
Electrical Engineering Fee	\$ 9,500.00
Structural Engineering Fee (Allowance)	\$ 2,500.00

Total Fee \$ 26,500.00

- 4.02 Fees for Additional Services shall be billed hourly at the rates listed in Attachment "A".
- 4.03 Should the scope or design change after previous approvals have been granted, fees shall be adjusted for any additional work required by the Architect or its consultants.

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### Article 5 ARCHITECTURAL FEE PAYMENT

- 5.01 Fees for Basic Services shall be billed monthly based on the percentage of completion and shall be due and payable within thirty days of the date of invoice.
- 5.02 Fees for Additional Services shall be billed hourly at the rates listed in Attachment "A" in addition to fees noted in Article 5.01 or at a negotiated lump sum fee.
- 5.03 Should the Project be canceled prior to completion, only the fees for services performed and reimbursable expenses accrued up to the time of Architect's receipt of written notice to cease work shall be due and payable.
- 5.04 Reimbursable Expenses and expenses pertaining to Additional Services shall be submitted in addition to the invoices for Basic Services.

### Article 6 REIMBURSABLE EXPENSES

Reimbursable expenses shall be billed at one point one (1.1) times our cost in addition to the progress fee billings and include but are not necessarily limited to the following:

- 6.01 Cost of reproduction (prints, CAD plots and photocopies) as required to perform services. Cost of bid documents will be paid by contractors.
- 6.02 Mileage at current IRS rates.
- 6.03 Expenses of overtime work (1.5 times base hourly rate) if required and authorized in advance by the Owner.

If you have any questions, please advise. If this Proposal meets with your approval, please execute and return one copy our records.

We appreciate this opportunity to be of continued service to the City of Norman and look forward to assisting you with this project.

Respectfully,

Richard S. McKinney, Jr., AIA

President

Encl: Attachment "A" TMP Hourly Billing Rates

ATTEST:	
PESAL MINING	2
Corporate Secretary, The N	cKinney Partnership Architects, P.C.
	/

THE CITY OF NORMAN, OKLAHOMA ("CITY")

City Manager

ATTESV:

City Clerk

Approved as to form and legality this \( \frac{1}{2} \)

City Attorney