

1st Reading 7/23/2024
2nd Reading 7/23/2024

BILL NO. 24-22

ORDINANCE NO. 5471

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE AGREEMENT
WITH BOND ARCHITECTS, INC. RELATING TO COST OF WORK

WHEREAS, the City of Crestwood (the “City”) entered into an agreement with Bond Architects, Inc. on August 22, 2023, as authorized by Ordinance No. 5387 (the “Agreement”), for the purpose of providing various services relating to the renovation of the Community Center in Whitecliff Park, including design and construction phase services related to partially demolishing the existing Community Center and repurposing the remaining facility into a new pickleball and family games complex (the “Project”); and

WHEREAS, Section 6.2 of the Agreement included a fee for the Project based on the preliminary budget for the work, which defined the cost of work as \$17,850,000.00 for the Community Center Work and \$1,460,000.00 for the Pickle Ball and Family Games Work; and

WHEREAS, the budget for the work was updated in November 2023 and has included an increase in estimated costs, and the Agreement needs to be amended to reflect same; and

WHEREAS, Section 13.1 of the Agreement requires amendments to the Agreement be made only by written agreement of the parties; and

WHEREAS, the City Administrator recommends that the City amend the Agreement entered into with Bond Architects, Inc. to update the definition of cost of work to be based on the City’s updated November 2023 budget for the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CRESTWOOD, MISSOURI, AS FOLLOWS:

SECTION 1: An Amendment to the Agreement with Bond Architects, Inc., amending the definition of cost of work as budgeted by the City to \$19,904,732.00 for the Community Center Work and \$2,269,026.00 for the Pickle Ball and Family Games Work, is hereby approved, in substantially the form as attached hereto as Exhibit A and made a part hereof.

SECTION 2: The Mayor, City Administrator, and the City Clerk are hereby authorized and directed to execute the Amendment to the Agreement and to take such other action as may be reasonably necessary to approve the Amendment and carry out the intent of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and its approval by the Mayor.

PASSED AND SIGNED this 23rd day of July, 2024.



Mayor

ATTEST:



City Clerk

APPROVED this 23rd day of July, 2024.



Mayor

Exhibit A

DRAFT AIA® Document G802™ - 2017

Amendment to the Professional Services Agreement

PROJECT: <i>(name and address)</i> New Community Center New Pickle Ball and Family Game Complex Both to be located in: Whitecliff Park 945 Whitecliff Park Lane St. Louis, MO 63126	AGREEMENT INFORMATION: Date: August 9, 2023	AMENDMENT INFORMATION: Amendment Number: 001 Date: May 23, 2024
OWNER: <i>(name and address)</i> City of Crestwood, Missouri 1 Detjen Drive Crestwood, MO 63126	ARCHITECT: <i>(name and address)</i> Bond Architects, Inc. 222 South Central Avenue, Suite 501 St. Louis, MO 63105	

The Owner and Architect amend the Agreement as follows:

1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
To be added by Amendment per Article 6.

6.2 The Owner's Initial budget for the Cost of the Work is \$19,904,732 for the new Community Center and \$2,269,026.00 for the Pickleball / Family Game Center. These values exclude soft costs and Owner contingency. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work or evaluations, prepared or agreed to by the Architect.

Article 11 COMPENSATION

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

.1 For Pre-Referendum Services, Architect shall be paid a Stipulated Sum - \$50,000.00

.2 For General Design and Construction Phase Services (including Supplemental Services identified as the responsibility of the Architect) Percentage Basis. Such services shall only commence and be compensated for if the Public Referendum is successful.

(8.5) % with \$10,000 cap on reimbursables of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work. **BASED ON LAST ESTIMATE RECEIVED DATED 11.27.2023 LESS THE DESIGN CONTINGENCY.**

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Schedule Adjustment:

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User Notes: (3B9ADA50)

SIGNATURES:

Bond Architects

ARCHITECT (Firm name)



SIGNATURE

Rebecca Kleba Principal

PRINTED NAME AND TITLE

07.11.2024

DATE

OWNER (Firm name)



SIGNATURE

Scott Shipley, Mayor

PRINTED NAME AND TITLE

7/23/24

DATE