

RESOLUTION NO. 58 - 2018

Moved by:



A Resolution authorizing the City of Harrisburg to negotiate and enter into a professional services contract with Chris Dawson Architect to provide architectural services for master planning as well as Americans with Disabilities Act (ADA) accessibility upgrades and other renovations to the Rev. Dr. Martin Luther King, Jr. Government Center.

WHEREAS, the City of Harrisburg (the "City") has a need for comprehensive architectural services in preparation for ADA-compliant upgrades, renovations and master planning for the physical space of the Rev. Dr. Martin Luther King, Jr. Government Center; and

WHEREAS, Chris Dawson Architect is a Harrisburg-based firm that was invited to submit a proposal for architectural and engineering services based upon the firm's expertise in designing upgrades to governmental buildings pursuant to the Americans with Disabilities Act of 1990, including designing upgrades to the Finance Building; and

WHEREAS, the City wishes to enter into a professional services agreement with Chris Dawson Architect to provide architectural and engineering services, including drawings and specifications for master planning, ADA-compliant upgrades and other renovations; and

WHEREAS, a copy of the proposed professional services agreement for Chris Dawson Architect is attached as Exhibit "A."

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG, that the City of Harrisburg is authorized to negotiate and enter into a professional services agreement with Chris Dawson Architect for architectural and engineering services for master planning, ADA-compliant upgrades and other renovations to the Rev. Dr. Martin Luther King, Jr. Government Center.

BE IT FURTHER RESOLVED that the Mayor, City Controller and other appropriate City officials are authorized and directed to take all steps necessary to further effectuate the purpose of this Resolution.

I second this resolution:



Passed the City Council JUN 26, 2018

Wanda R. D. Williams
President of City Council

Attest: [Signature]
City Clerk

Approved

YEAS		NAYS
	MR. ALLATT	
	MS. DANIELS	
	MS. GREEN	
	MR. JOHNSON	
	MR. MADSEN	
	MR. MAJORS	
	MS. WILLIAMS	
Yeas	<u>7</u>	
Nays	<u>0</u>	

E x h i b i t “A”



PROPOSAL

February 6, 2018

Marc Woolley, Business Administrator
City of Harrisburg
10 N Second Street
Harrisburg, PA 17110

RE: **Rev. Dr. Martin Luther King, Jr.**
City of Harrisburg
City Government Center – Master Planning / ADA Upgrades & Renovations
Proposal No.: 2018.0090.00

Marc:

Thank you for the opportunity to provide a proposal for architectural services for **Master Planning / ADA Upgrades & Renovations at the City Government Center**. I am confident that the Chris Dawson Architect (CDA) team will be a great asset to the project. It was a pleasure to meet with you and Wayne Martin, City Engineer, on February 1st to discuss how your needs for improvements to the Harrisburg City Government Center have evolved since my June 7, 2017 proposal for architectural and engineering services. Notably, Eastern University will not be renovating the lower level of the building and you are interested in relocating departments and staff to create efficiencies and an environment supportive of collaboration. You would like to develop a master plan as a long-term conceptual layout to guide future growth and development for the City Government Center.

I understand that the Rev. Dr. Martin Luther King, Jr. City of Harrisburg Government Center at 10 N Second Street in Harrisburg dates to 1980 and has a number of American with Disabilities Act (ADA) accessibility shortcomings that should be addressed given that the building is the embodiment of the coming together of the citizens of Harrisburg, their elected officials, and the City's staff.

On the heels of the Eastern University renovations not proceeding in October I had verbally committed (in short order) to adding that scope to my proposal for a an amount of \$50,000. I believe a not-to-exceed value is an appropriate for the master planning effort given the potential open-ended nature of such planning. Our hourly rates are \$100/hr for myself, \$75/hr for a Project Manager, \$65/hr for a Graduate Architect, and 1.1 times the cost for consultant services. I believe that \$28,500 is an appropriate not-to-exceed value for the master plan services.

Beyond the master planning and accessibility upgrades you are also interested in considering additional renovations that will make the public spaces more inviting and enhance their functionality. The CDA Team will offer you the expertise, creativity, and technical savvy necessary for your project to be a success. I understand that small and diverse business (SDB) involvement is important to the City and have included engineering services by a small diverse business. MEP (mechanical, electrical, & plumbing) engineering will be provided by an SDB. For any site/civil engineering that arise I propose using K&W Engineers on a time and material basis. Wayne mentioned recommendations by the Department of Homeland Security related to enhanced security at the public plaza. K&W Engineers are involved in the broader redesign effort for Market Square and they will be able to knit together a solution in step with the City Government Center and the broader urban planning intentions.

We would work with you during schematic design to define a scope of work that in general terms based on my 2017 walk through and the 2/1/18 meeting will include:

1. Master planning
2. Building condition assessment report
3. ADA upgrades to all restrooms
4. ADA upgrades to the City Council Chambers
5. Creating an inviting main entrance to the City Government Center
6. Enhance security inside the main entrance via permanent circulation devices to replace the existing temporary elements
7. Improve the building atrium on the ground floor and support press conference setups
8. Improve the interior of the City Council Chambers and address failing finishes
9. Improve the interior of the elevator cabs and lobbies on each floor
10. Improve the building atrium on upper floors
11. Improve the lower level

CDA will ultimately use the master plan and building condition assessment report to develop bid documents consisting of a drawing set and technical specifications for your use in seeking competitive multi-prime contractor bidding and aid the City in construction administration. I understand that an initial contract for design will be executed followed by an amendment to the contract if construction proceeds.

We pride ourselves on producing thorough drawings and work in AutoCAD's Revit (BIM) software as a tool for generating easily understood design intentions and coordinated documentation. We have found, and our clients appreciate, that the robustness of our drawings lead to a reduction in change orders during construction.

I. Proposal:

My proposal will provide you with **architectural and engineering services** and the preparation of drawings and specifications for the **Master Planning / ADA Upgrades & Renovations at the City Government Center** project. I propose the following phased scope of work:

Phase I: Master Planning / Building Condition Assessment Report

- N.T.E. Fee of \$28,500
- 4 months time frame

Phase II: Schematic Design Drawing Package

- Fee of \$23,595
- 2 months time frame

Phase III: Design Development Drawing Package

- Fee of \$39,325
- 2 months time frame

Phase IV: Construction Drawings

- Fee of \$70,785
- 4 months time frame

Phase V: Construction Administration

- Fee of \$23,595
- 6 months time frame

II. SCOPE OF SERVICES:

Phase I: Master Planning / Building Condition Assessment Report

- A. Conduct a master plan kick-off meeting with you that will include walking the building to understand the scope of desired changes in terms of;
- B. Present up to 3 future department and staff layout configurations to solicit feedback and proceed with developing a preferred long-term conceptual layout;
- C. Work with MEP engineers to compile a building systems assessment report to augment an architectural based on a site visit and visual assessment;
- D. Meet with you up to every 2 weeks to review progress;
- E. Present a final draft of the master plan booklet for your review and comment;
- F. Make final revisions to the master plan booklet;

Phase II: Schematic Design Drawing Package

- G. Visit the site to take measurements and photos as documentation for use in verifying the existing conditions in comparison to the original drawings and develop a 3-D model;
- H. Establish recommended scope of work improvements via concept design drawings;
- I. Coordinate the architectural design with engineering consultants to the degree that they can prepare a narrative of their scope;
- J. Provide initial review the Uniform Construction Code and develop a code summary plan;
- K. Meet with you up to every 2 weeks to review progress;

Phase III: Design Development Drawing Package

- L. Flesh out and refine the approved schematic design to the degree needed to have a professional cost estimate prepared;
- M. Begin to coordinate the architectural design with engineering consultants to the degree that they develop initial drawings;
- N. Reconcile the estimated cost of the proposed improvements with the City's budget (phase work, define bid alternates, reduce scope, etc.);
- O. Refine the 3-D model and provide concept renderings of critical design elements to ensure that you understand the design concepts;

- P. Review the Uniform Construction Code and refine the code summary plan;
- Q. Meet with you up to every 2 weeks to review progress;
- R. Make a formal presentation(s) of the DD package for approval by the City Council;

Phase IV: Construction Drawings

- S. Flesh out and refine the approved DD Drawing Package to the degree needed to provide construction documents (drawings and specifications) issued and solicit bids;
- T. Meet with you as often as every 2 weeks to review progress;
- U. Refine 3-D model and provide finish renderings of critical design elements to ensure that you understand the design concepts;
- V. Review the Uniform Construction Code and refine the code summary plan;
- W. Coordinate the architectural design with engineering consultants;
- X. Provide stamped and signed drawings for your use in applying for a building permit;

Phase V: Construction Administration

- A. Answer questions from bidders and provide a bid tabulation;
- B. Present bid results to City Council and make a formal recommendation regarding awards;
- C. Attend bi-weekly construction progress meetings;
- D. Review and approve submittals, shop drawings, samples, and mock-ups;
- E. Review and approve payment applications from the prime contractors;
- F. Conduct a punchlist inspection documenting remaining work the prime contractors must complete prior to receive their final payments;
- G. Hold a final meeting with you to review the project;

Additional Considerations:

- H. The time-frames specified at the beginning of this proposal are estimates and will largely be driven by your ability to make timely decisions and schedule progress meetings.

The following items are **additional services items** (not included in the scope of this proposal) and will be billed at a rate of \$100/hr for Chris Dawson, \$75/hr for a Project Manager, & \$65/hr for a Graduate Architect or 1.1 times the cost for consultant services unless otherwise agreed upon or identified in this agreement:

1. All Permit and Plan review fees.
2. All document reproduction costs for sizes larger than 11x17.
3. All Land Development, Survey and Zoning services, and fees.
4. Revision of plans beyond the control of the contracted professionals (due to Owner's preference, value engineering, environmental issues, etc.) following submission and acceptance of permit / construction drawings.
5. Any Fee or consultant not explicitly identified in this proposal.

III. EXCLUSIONS:

- 1.0 Permit Fees
- 2.0 Construction Administration Services including but not limited to:
 - 2.1 Detailed Construction Estimating,
 - 2.2 Construction Stakeout,
 - 2.3 3rd Party Inspections,
 - 2.4 Hazardous Materials survey.
- 3.0 Presentation Materials:
 - 3.1 PowerPoint Presentations,
 - 3.2 Full-size plots (24x36) although copies 11x17 or smaller are included.
- 4.0 Design services beyond the scope detailed above

IV. TERMS AND CONDITIONS:

Services will be provided in accordance with Attachment "A" - Standard Terms and Conditions, dated 1/15/16, which is a part of this proposal. This proposal is valid for 30 days.

V. FEE SUMMARY:

My proposed services can be provided for a lump sum of **\$157,300** plus a not-to-exceed amount of **\$28,500** for master planning for a total of **\$185,800** and would be divided as follows:

Master Planning / Building Condition Assessment Report (NTE):	\$28,500
Schematic Design Drawing Package:	\$23,595
Design Development Drawing Package:	\$39,325
Construction Drawings:	<u>\$70,785</u>
SubTotal:	\$162,205
Construction Administration:	<u>\$23,595</u>
Total:	\$185,800

VI. ACCEPTANCE:

If this proposal is acceptable, please indicate so by signing below and returning to me.

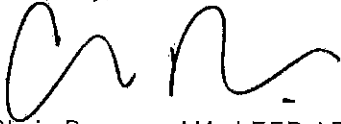
Thank you again for the opportunity to submit this proposal to provide architectural services related to **Master Planning / ADA Upgrades & Renovations at the City Government Center**. As an architectural practice located in downtown Harrisburg for the last 8 years (dutifully paying city taxes) and only 2 blocks from the City Government Center it would be an honor to aid you in crafting a long-term conceptual layout for the building and lead the short-term renovations to this iconic building.

CDA takes pride in our ability to listen and then use our skills to quickly develop elegantly simple and cost effective solutions while being a nimble and responsive local design-driven architectural practice. I also feel we are uncommonly sophisticated in our use of computer modeling software enabling us to work efficiently and convey our designs ideas in easily understood renderings. CDA covets the opportunity to work with you and others at the City of Harrisburg to design cost effective renovations to the City Government Center that are more contemporary and inviting for both the citizens and staff of Harrisburg.

I am happy to provide you with specific client contact information if you would like to connect with individuals that have worked with us on similar projects. I am also happy to have you visit our office to get a better sense of how we work and/or provide copies of construction documents so you can understand the thoroughness of our drawings.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,



Chris Dawson, AIA, LEED AP BD+C
Principal
Chris Dawson Architect

ACCEPTANCE

DATE:

SIGNATURE:

BY:

(Print Name)

CHRIS DAWSON ARCHITECT
300 North 2nd Street, Suite 701, Harrisburg, PA 17101 | 717-805-5090

Attachment "A" – Standard Terms & Conditions (4 pages) 1/15/16

General

1.1 Definitions

1.1.1 The Terms "Architect" or "Design Professional" refer to **Chris Dawson Architect**, its employees, agents, servants, and contractors working under the direct supervision of a licensed professional employed by Chris Dawson Architect. The term "Client" is defined in the accompanying proposal from the Design Professional. The term "Project" refers to the work to be accomplished for the Client's benefit utilizing professional design services, which are outlined in the parties' Agreement. The term "Agreement" refers to: 1.) the Design Professional's proposal; 2.) these Standard Terms & Conditions; and 3.) such other documents as are expressly incorporated in the parties' contract be the Design Professional's proposal.

1.2 Basic Services

1.2.1 The Design Professional agrees to provide those services outlined in the Agreement (herein "Basic Services") of which these Standard Terms & Conditions are a part of the compensation set forth in said Agreement. When requested by the Client, or without waiting for specific authorization or request from the Client when required by circumstances beyond the Design Professional's control, the Design Professional may perform Additional Services for the Owner.

1.3 Additional Services

1.3.1 These services are not included as part of the Basic Services. The Design Professional shall advise the Client promptly after starting any such Additional Services. Additional Services shall be billed to the Client and paid for by the Client on a time and material basis in accordance with the Design Professionals established billing rates, unless otherwise specified.

Duties of Client

2.1 Designated Representative

2.1.1 Designate in writing a person to act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and make decisions with respect to the Design Professional's services for the project, including without limitation the decision to request and authorize additional services.

2.2 Project Information

2.2.1 Provide all criteria and full information as to the Client's requirements for the project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expendability and any budgetary limitations, and furnish copies of all design and construction standards which the Client will require to be included in the Design Professional's work.

2.3 Design Professional Assistance

2.3.1 Assist the Design Professional by placing at the Design Professional's disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.

2.4 Site Information

2.4.1 Furnish to the Design Professional as required for performance of the Design Professional's Basic Services the following:

- 1.) Data prepared by or services of others, including without limitation; borings, probings, subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment;
- 2.) Appropriate interpretations of all of the foregoing;
- 3.) Environmental assessment and impact studies;

- 4.) Property boundary easement, right-of-ways, topographic and utility surveys;
- 5.) Property descriptions;
- 6.) Zoning, deed, and other land use restrictions; and
- 7.) Detailed space needs program including required space allocation, adjacency information, cost limitations, and material preferences.
- 8.) Other special data or consultations not expressly set forth above all of which the Design Professional may use and rely upon in performing services under this Agreement.

Documents Prepared by the Design Professional

3.1 Reliance on Others

- 3.1.1 Plans, drawings, reports, and supporting information, including information regarding existing conditions on the Client's premises and proposed improvements thereto, are prepared based on information received from others, including the Client, municipal and regulatory agencies and from other sources based on the Design Professionals investigation. The Design Professional shall have no liability for errors or omissions or for loss, harm, or damage arising or resulting from; 1.) erroneous or incomplete or inaccurate information obtained from other sources; 2.) site conditions not apparent from visual inspections, including subsurface conditions; and 3.) violations of safety or environmental statutes or regulations not known to the Design Professional.

3.2 Ownership of the Documents

- 3.2.1 The Design Professional shall retain ownership of all documents produced for the Client. Documents provided by the Design Professional to the Client are intended for use on this Project only. The Design Professional has no responsibility or liability for unauthorized use of documents or modifications made to documents made by others. The Client will be furnished with copies of all documents prepared by the Design Professional upon request; provided that the Design Professional shall have a lien upon any and all documents produced for the Client and shall have no duty to release any such document if any payment for any service rendered by the Design Professional on this Project or other Projects for the Client are not made when due.

3.3 Beneficiaries

- 3.3.1 All documents prepared by the Design Professional are for the exclusive use and benefit of the Client. The Design Professional shall have no liability or obligation to any party which arises out of or in connection with its work hereunder, other than to the Client. There are no third party beneficiaries of the Design Professional's work and no person, firm, or entity other than the Client shall be entitled to rely upon the Design Professional's work.

Compensation

4.1 Expenses

- 4.1.1 Reimbursable expenses are expenses incurred by the Design Professional on the Project for which a duty of reimbursement by the Client exists. Reimbursable expenses include, but are not limited to; subconsultants fees and fees for other professional services, review and application fees, fees for specialized equipment or computers, software, reproduction costs, postage / UPS overnight mail costs, and mileage.

4.2 Overtime

- 4.2.1 The Client will be responsible for overtime charges when in the opinion of the Design Professional, overtime is required to complete the project according to a specified schedule. The Client will be notified when overtime is required and overtime will not be charged without authorization by the Client. If during the Project, in the opinion of the Design Professional, overtime is required, and the Client does not agree to additional charges for overtime, the schedule will be revised to reflect the time period, which in the opinion of the Design Professional, the work required can be completed within normal working hours.

4.3 Payment Due Dates

- 4.3.1 Payment for the Design Professional's services and expenses performed under this Agreement is due upon presentation of an invoice and is past due after thirty (30) days from the date of invoice. Past due payments will be assessed a service charge of one and one-half percent (1 1/2 %) per month (18% per annum) or fraction thereof.

4.4 Collection Expenses

- 4.4.1 The Client agrees that if the Design Professional files suit against the Client to collect overdue payment, the Client will reimburse the Design Professional for costs incurred in collecting past due amounts including reasonable attorney fees and court costs in addition to accrued service charges.

Warranty & Liability

5.1 Duty of the Design Professional

- 5.1.1 The Design Professional shall have no liability for errors, omissions, or mistakes of judgment (including mistaken opinions) which were made or provided in good faith or supported by reasonable professional judgment. The Design Professional shall have no liability on account of services performed hereunder except for acts or omissions, which constitute gross negligence.
- 5.1.2 While representing the Client before any municipal body or agency, the Design Professional will not express legal opinions or be an advocate in the law for the Client. The Client shall engage legal counsel when necessary to address legal matters or to advocate for the protection of the Client's property rights.
- 5.1.3 During construction, the Design Professional's responsibilities shall be limited to observation of construction activities and review of related documents. The Design Professional will not direct the activities of the Contractor, Subcontractors, or their employees and will not be responsible to insure that construction activities are conducted in a safe manner.

5.2 Limited Liability

- 5.2.1 In the event services rendered by the Design Professional hereunder fail to meet the required standard of care, the sole and exclusive remedy of the Client shall be to require the Design Professional to re-perform the defective services to the extent necessary to correct the defects therein without additional charge by the Design Professional or to seek a refund of the charges paid to the extent necessary to reimburse the Client the reasonable costs of having the defective services redone by another. The liability of the Design Professional for damages due to errors, omissions, or other professional negligence in connection with its services hereunder will in every case, be limited to an amount not to exceed \$50,000 or the fee received by the Design Professional whichever is less. In no event shall the Design Professional have any liability whatsoever for incidental or consequential damages such as but not limited to loss of use, lost profits, or damages resulting from the delays in completion of the Client's plans. No employee or agent of the Design Professional shall have individual or personal liability to the Client as an alternative to, in addition to, or in excess of the Design Professional's liability under these contract terms and conditions.

5.3 Payment of Prevailing Wages

- 5.3.1 The Client agrees to notify the Design Professional if prevailing wage rates must be paid by the Design Professional at time of acceptance of proposal to meet the requirements related to financing of the Project. If the Client fails to provide such notification, the Client hereby agrees to indemnify, defend, and hold harmless the Design Professional from any and all claims, demands, damages, costs, fines, penalties, taxes, and attorney fees arising out of or related to the financing of the Project, including, but not limited to, the payment of prevailing wage rates. Upon presentation of a determination from the Commonwealth of Pennsylvania, Department of Labor and Industry or such other agency of the Commonwealth that prevailing wage rates apply, the Client shall make immediate payment of any required prevailing wages to the Design Professional. In the event that the Client fails or refuses to honor this indemnity obligation, upon adjudication and finding of liability, in addition to all sums due hereunder the Client shall pay to the Design Professional all costs and fees associated with enforcing this indemnity obligation. This paragraph shall survive completion or termination of the Project.

Termination

- 6.1 This Agreement may be terminated by either party upon seven days written notice. In the event of any termination by the Design Professional, the Design Professional shall be paid for all services rendered to the date of termination.

- 6.2 In the event that this Agreement is terminated by the Client, the Design Professional will be paid for all services rendered to the date of termination, plus such reasonable costs for bringing the project to a logical and orderly conclusion, including formatting, processing, recording, and storing the Client's file for future retrieval and/or future use.
- 6.3 In the event that this Agreement is suspended by the Client, the Design Professional will be paid for all service to the date of suspension. At the time the project resumes, the Design Professional shall adjust his fees and/or compensation rate schedule to reflect any fee increases or rate changes that may have taken place during project suspension.

Modifications

- 7.1 This Agreement constitutes entire understanding and agreement concerning the Project, and there are no understandings or agreements concerning the Project except as expressly stated herein.
- 7.2 The scope of services, compensation, and schedule if included in this Agreement are based upon the Design Professional's understanding of the Project as of the date of this Agreement. If events during the course of the Project materially alter the scope, the Agreement shall be modified accordingly.

Consent to Suit

- 8.1 The parties agree that any dispute arising out of this Agreement or in connection with the Design Professional's services shall be litigated in the Court of Common Pleas of Dauphin County, Pennsylvania. No action, suit, or legal proceedings shall be instituted or maintained between the parties in any other forum. The Client consents to sue and be sued in the Court of Common Pleas of Dauphin County, Pennsylvania.

End of Attachment "A" – Standard Terms & Conditions

INTER

OFFICE

MEMO

To: HARRISBURG CITY COUNCIL
From: Kirk Petroski, City Clerk
LEGISLATIVE APPROVAL FORM

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2018 RESOLUTION NO. ⁵⁸ -2018

THE ABOVE LISTED ITEM WAS WRITTEN AND PREPARED FOR FINAL INTRODUCTION AT THE HARRISBURG CITY SOLICITOR'S OFFICE ON:


Deputy City Solicitor

5/7/2018
Date

Requested by Department/Bureau: City Engineer

Department/Bureau Contact Person: Wayne Martin

For Action on or before:

The attached was received in the Office of the City Clerk for introduction on

Received By: 

Date: 5-7-18