

REQUEST FOR COUNCIL ACTION

SUBJECT: Amendment No. 2 with Think Architecture for Fire Station 54 & Police Substation Project

SUMMARY: Approve Amendment No. 2 to the Agreement with Think Architecture for additional design services for Fire Station 54 & Police Substation Project, in an amount not-to-exceed \$10,000.00.

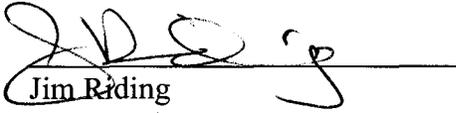
FISCAL IMPACT: Funding for this project is available through account number 42-4738031.

STAFF RECOMMENDATION: Staff recommends approval of Amendment No. 2 to the Agreement with Think Architecture for additional design services for Fire Station 54 & Police Substation Project, in an amount not-to-exceed \$10,000.00.

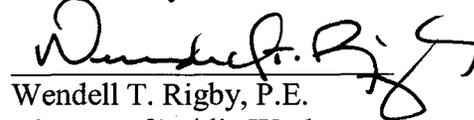
MOTION RECOMMENDED: "I move to adopt Resolution No. 14-54 authorizing the Mayor to execute Amendment No. 2 to the Agreement with Think Architecture for additional design services for Fire Station 54 & Police Substation Project, in an amount not-to-exceed \$10,000.00.

Roll Call vote required.

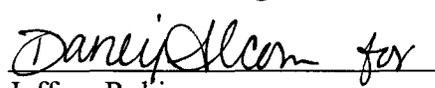
Prepared by:


Jim Rading
Construction Manager

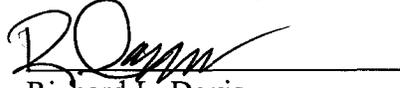
Reviewed by:


Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:


Jeffery Robinson
City Attorney

Recommended by:


Richard L. Davis
City Manager

BACKGROUND DISCUSSION:

City Council had previously approved an agreement with Think Architecture to design a new building for Fire Station 54 that would include a Police substation. The initial concept included a storage garage in the rear of the property, however, Think Architecture's original fee and agreement did not include the construction drawings and specifications for the garage. The Fire Department and Police Department made the decision to have the garage constructed with the new building. This amendment is to provide the authorization and fee for the necessary drawings and specifications.

Attachments:

Amendment
Resolution

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14-54

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THINK ARCHITECTURE FOR THE FIRE STATION 54 AND POLICE SUBSTATION PROJECT

Whereas, the City Council of the City of West Jordan has reviewed the attached Amendment No. 2 to the Professional Services Agreement between the City of West Jordan and Think Architecture (a copy of which is attached as **Exhibit A**) to provide additional design services for the Fire Station 54 and Police Substation Project, in an amount not to exceed \$10,000.00; and

Whereas, the City Council of the City of West Jordan desires to enter into the attached Amendment No. 2 to the Professional Services Agreement with Think Architecture for an amount not to exceed \$10,000.00.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. After approval as to legal form, the Mayor is hereby authorized and directed to execute Amendment No. 2 between the City of West Jordan and Think Architecture for an amount not to exceed \$10,000.00.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 26th day of March 2014.

CITY OF WEST JORDAN

ATTEST:

By: _____
Mayor Kim V. Rolfe

MELANIE BRIGGS
City Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

AMENDMENT NO. 2
TO AN AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF WEST JORDAN
AND
Think Architecture

THIS AMENDMENT, made and entered into this 26th day of March 2014 by and between the CITY OF WEST JORDAN, a municipal corporation (hereinafter referred to as "City"), and Think Architecture (hereinafter referred to as "Consultant").

The City and Consultant agree as to amend the following sections of the original Professional Services Agreement to provide for additional engineering services for the Fire Station 54 and Police Substation Project.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are as follows:

Provide additional master planning, design and surveying services for the Project as described in the attached Consultant's proposal date March 6, 2014.

3. COMPENSATION AND PAYMENT

The total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sum of **\$10,000.00** for Amendment No. 2 bringing the total not-to exceed fee to \$164,880.00 for services under this contract and fee shall be earned on a lump sum basis.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF WEST JORDAN

Kim V. Rolfe, Mayor

APPROVED AS TO ADMINISTRATION:

Melanie Briggs, MMC
City Recorder

CONSULTANT

By: _____

Its: _____

STATE OF _____)

:SS

COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before me,
_____, who being by me duly sworn did say that he is the
_____ of _____, a
corporation, and that the foregoing instrument was signed in behalf of said corporation by
authority of its Board of Directors, and he acknowledged to me that said corporation executed the
same.

NOTARY PUBLIC

My Commission Expires:

Residing in _____ County, _____

EXHIBIT A
(Consultant Proposal)



Architecture

- + Architecture
- + Landscape Architecture
- + Land Planning
- + Construction Management
- + Interior Design

Additional Work Authorization (AWA)

Date: March 6, 2014

PROJECT: West Jordan Fire Station

AWA # 2

CLIENT: West Jordan City c/o Jim Riding, Public Services Director

Client Address: 8000 South Redwood Rd.
(Billing Address) West Jordan, Utah 84088

DESCRIPTION OF SERVICES:

A. The owner has elected to design and bid the outlying garage building along with the fire and police building as an alternate. The cost of this design work was not included in the original proposal.

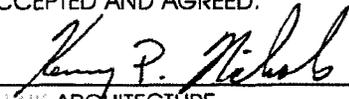
B. The city received clarification and requested the site to be redesigned after plans were complete to eliminate the truck fill road and move the building back five feet to allow for future road widening. All site drawings had to be redone. Construction costs will be reduced by these changes.

Civil:	\$3,000.00
Structural:	\$2,000.00
MEP:	\$2,000.00
Architectural:	\$3,000.00
Total:	\$10,000.00

TERMS OF PAYMENT:

<input type="checkbox"/> TIME AND MATERIAL	ESTIMATED AMOUNT:	
<input type="checkbox"/> NOT TO EXCEED	MAXIMUM AMOUNT:	
<input checked="" type="checkbox"/> LUMP SUM	CONTRACTED AMOUNT:	\$10,000.00

ACCEPTED AND AGREED:



 THINK ARCHITECTURE

Date: [Click here to enter a date.](#)

OWNER/OWNER AGENT:

Signed _____
 Please Print Name _____
 Title _____
 Date _____

DEFINITIONS OF EXTRAS:

- A. Extras are revisions or additions to the plans and items not included in the original scope of work, which are requested by the client. The client will be informed before any extra work is performed.
- B. Extras are requests by Owner and /or Contractor for additional items to be completed during the course of construction.

HOURLY RATES:

Each project provided by THINK ARCHITECTURE with an hourly negotiated fee shall be billed with the following hourly billing rates.

Principal Architect	\$155.00/Hr
Associate Principal Architect	\$125.00/Hr
Associate Architect	\$115.00/Hr
Architect I/Planner I	\$ 95.00/Hr
Architect II/Planner II/ Project Manager	\$ 85.00/Hr
Architect III/ Planner III/ Job Captain	\$ 75.00/Hr
Cadd Operator I/Interior Architect	
Graphic Design	\$ 75.00/Hr
Cadd Operator II/ Intern Architect	\$ 65.00/Hr
Interior Designer I	\$ 95.00/Hr.
Interior Designer II	\$ 85.00/Hr
Interior Designer III	\$ 75.00/Hr
Administrator	\$ 45.00/Hr
Cad Operator Clerical	\$ 30.00/Hr

REIMBURSABLE EXPENSES:

THINK ARCHITECTURE shall be paid for all reimbursable expenses including postage, long distance telecommunications, reproductions, and mileage and travel associated with the project. An Administrative handling fee of 10% shall be added to all reimbursable expenses.

INVOICING:

THINK ARCHITECTURE invoices on a regular monthly schedule. Invoices shall be delivered via mail, facsimile, and email on or near the tenth of every month for services rendered the previous month.

Payments for invoices are to be paid in full and received within 30 days of invoice date. Overdue invoices are subject to finance charges outlined below.

PAST DUE PAYMENTS:

A finance charge of 18% annually (computed by a single periodic rate of 1 1/2% per Month) will be charged to all balances over 30 days past due