

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE CITY OF ABILENE ("CITY") AND PARKHILL, SMITH, & COOPER ("CONSULTANT"), TO PROVIDE DESIGN SERVICES AND CONSTRUCTION ADMINISTRATION SERVICES IN SUPPORT OF THE CITY OF ABILENE FIRE STATION #7 AND CITY OF ABILENE FIRE STATION #3.

WHEREAS, City of Abilene ("City") and Parkhill, Smith, & Cooper ("Consultant"), entered into a Professional Services Contract dated March 21, 2016 ("Contract") whereby the Consultant was to provide Design Services and Construction Administration Services in support of the City of Abilene Fire Station #4.

WHEREAS, the City desires to proceed with Design Services and Construction Administration Services in support of the City of Abilene Fire Station #7 and City of Abilene Fire Station #3.

WHEREAS, the Consultant has provided the attached Scope of Work and Fee for Fire Station #7 (Attachment B) and the attached Scope of Work and Fee for Fire Station #3 (Attachment C).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

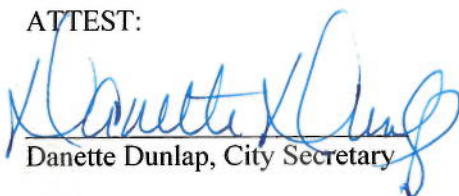
PART 1: The Professional Services Contract, dated March 21, 2016, is amended to include the additional Scope and Fee found in Attachment B and the additional Scope and Fee found in Attachment C, which are incorporated herein for all purposes.

PART 2: No further changes or additions being made, the parties agree that all other terms and conditions of the original Contract previously referenced, remain in full force and effect and are fully incorporated by reference.

PART 3: That this Resolution shall take effect immediately from and after passage.

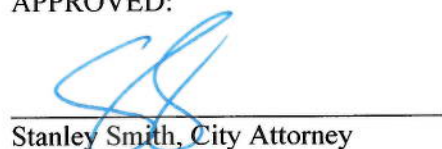
ADOPTED this 11th day of August, 2016.

ATTEST:


Danette Dunlap, City Secretary


Norm Archibald, Mayor

APPROVED:


Stanley Smith, City Attorney

ATTACHMENT B

Abilene Fire Station #7

Basic Services

Design Development Phase

1. Based on the approved Prototype Station Design and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the A/E will prepare, for approval by the Owner, Design Development Documents setting forth the final configuration of the buildings and the products to be used for the construction of the Project as modified from the prototype station design. The documents may include the following based on the modifications to the Prototype Station Design:
 - a. Updated Floor plans
 - b. Civil Site plans
 - c. Interior elevations of millwork or significant features
 - d. Updated code plan
 - e. Reflected ceiling plan
 - f. Lighting plan indicating type and location of light fixtures
 - g. Power/communications plan indicating outlet locations
 - h. Mechanical plan showing location of major equipment
 - i. Plumbing plan showing location of fixtures
 - j. Finish schedule indicating materials
 - k. Outline specifications
2. The A/E will collaborate with the CMAR to make any adjustments to previous Opinion of Probable Construction Cost required by changes to the scope or market conditions.

Construction Document Phase

1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the A/E will prepare, for approval by the Owner, a digital package of Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the Project as modified from the Prototype Station Design.
2. The A/E will inform the Owner to the best of their knowledge and will assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project.
3. Any design changes made during the Construction Document Phase will be considered Additional Services and will be billed on an hourly basis. The current hourly rates are enclosed.

Services specifically excluded from our scope of services include, but are not limited to, the following:

- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Construction Material Testing

Our fees for the **Basic Services** described above will be based on a lump sum amount of \$40,000 and will be billed on a percentage complete method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using the A/E's standard hourly rate schedule.

Reimbursable expenses will be billed at invoice cost plus a ten percent markup for handling costs. Reimbursable expenses include, but are not limited to, travel, fax communication, long distance phone charges, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents and reports. We estimate these expenses to be approximately \$6,500. In addition, we have included the following expenses upon the Owner's request:

| | |
|---|----------|
| Surveying (Topographical survey for use in design) | \$ 4,500 |
| Geotechnical services (Two 30 foot bores below the building and one 5 foot bore below the parking area) | \$ 5,000 |

Hourly Additional Services

In addition to the basic services, the Owner has requested Construction Administration and Project Close-out services. These services will be billed on an hourly basis with a maximum of \$45,000. These services will include the following:

Construction Administration

1. The A/E will be the representative of and will advise and consult with the Owner during construction until Substantial Completion is achieved. The A/E will have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.
2. The A/E will visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and A/E in writing to become familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the A/E will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of on-site observation as architect, or engineer, the A/E will keep the Owner informed of the progress and quality of the Work. An initial proposal schedule of site visits is as follows:
 - a. Attend monthly construction progress meetings (1 per month) for the duration of construction.
 - b. Make, at a minimum, construction site observation visits at the following stages of construction:
 - i. Structural foundation & utilities
 - ii. Superstructure
 - iii. Building envelope
 - iv. Interior
 - v. Finishes & equipment
 - c. Provide two (2) Punch List site visits (1 at Substantial Completion; 1 at final.)

3. The A/E will make one initial review and one follow up review of all submittals, shop drawings and material data sheets submitted to the A/E by the Contractor in an approved electronic format designated by the A/E and make a written response. No partial submittals will be reviewed. If additional reviews are required by the A/E beyond the initial follow up review, the cost of each subsequent review will be at the cost of the Contractor and will be billed on an hourly basis. The current hourly rates are enclosed.
4. The A/E will review and approve/disapprove contractor submitted Construction Change Requests (CCR) and alternate material substitution requests.
5. The A/E will review Requests for Information (RFI) submitted to the A/E in a format acceptable to the A/E.
6. The A/E will review pay applications and schedule of values provided by the Contractor, and forward to the Owner with approval or comment if a full approval is not provided.

Project Closeout

1. The A/E will collect from the Contractor, and provide to the Owner, the Contract Closeout documents as outlined in the Specifications. These documents will include, but not limited to:
 - a. A directory of names, address and telephone numbers of the Architect, Contractor, Subcontractors and major equipment suppliers
 - b. Operations and maintenance instructions
 - c. Shop drawings and product data sheets
 - d. As-built drawings
 - e. Warranties and bonds

Lump Sum Additional Services

In addition, the Owner has requested fees for additional services which include landscape design, and a Full Written SWP3 Plan.

Landscape Design

1. The A/E, using in-house licensed landscape architects, will provide landscape design services to the Owner.

Full Written SWP3 Plan

1. The A/E will engage a consultant licensed in the state of Texas to provide the Storm Water Pollution Prevention Plan (SWP3) for the project.

Our fees for these ***Additional Services*** will be based on a lump sum per service, and will be billed on a percentage complete method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using the A/E's standard hourly rate schedule.

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|------------------|-----------------|
| Landscape Design | \$ 8,500 |
| <u>SWP3 Plan</u> | <u>\$ 2,500</u> |

Subtotal of Additional Services

\$ 11,000

Allowances

In addition, the Owner has requested an allowance for construction materials testing and inspection services.

1. The A/E will engage a consultant licensed in the state of Texas to perform construction materials testing and inspection during the construction of the project.

The allowance will be used on a per request method and will be based on a completion of individual testing/inspection service method. The allowance for these services will be \$17,500.

SUMMARY

Fees

| | | |
|---|----|---------------|
| Basic Services | \$ | 40,000 |
| Landscape Design | \$ | 8,500 |
| SWP3 | \$ | 2,500 |
| Survey | \$ | 4,500 |
| Geotechnical Services | \$ | 5,000 |
| <u>Estimated Reimbursables</u> | \$ | <u>6,500</u> |
| Subtotal | \$ | 67,000 |
| Construction Administration/Project Closeout | \$ | 45,000 Max |
| <u>Construction Material Testing/Inspection Allowance</u> | \$ | <u>17,500</u> |
| Total | \$ | 129,500 |

ATTACHMENT C

Abilene Fire Station #3

Basic Services

Design Development Phase

1. Based on the approved Prototype Station Design and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the A/E will prepare, for approval by the Owner, Design Development Documents setting forth the final configuration of the buildings and the products to be used for the construction of the Project as modified from the prototype station design. The documents may include the following based on the modifications to the Prototype Station Design:
 - a. Updated Floor plans
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 - c. Interior elevations of millwork or significant features
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2. The A/E will collaborate with the CMAR to make any adjustments to previous Opinion of Probable Construction Cost required by changes to the scope or market conditions.

Construction Document Phase

1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the A/E will prepare, for approval by the Owner, a digital package of Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the Project as modified from the Prototype Station Design.
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3. Any design changes made during the Construction Document Phase will be considered Additional Services and will be billed on an hourly basis. The current hourly rates are enclosed.

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| Surveying (Topographical survey for use in design) | \$ 4,500 |
| Geotechnical services (Two 30 foot bores below the building and one 5 foot bore below the parking area) | \$ 5,000 |

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