



## CITY OF LODI

PUBLIC WORKS DEPARTMENT

## COUNCIL COMMUNICATION

TO: City Council

FROM: City Manager

MEETING DATE: April 6, 1988

AGENDA TITLE: Authorize the City Manager and City Clerk to Execute the Agreement for Architectural Services for **Design** of Hutchins Street **Square** Senior Complex

**RECOMMENDED ACTION:** That the City Council authorize the City Manager and City Clerk to execute the architectural services agreement between the City of Lodi and the architectural firm of Morris and Wenell Architects and Planners, Inc. for the design of the Hutchins Street Square Senior Complex improvements.

**BACKGROUND INFORMATION:** The recent donation from the Holz Estate of \$2.5M is to be used to reconstruct at Hutchins Street Square the Boy's and Girl's Gyms, adjoining swimming pool, a new 7,000 square foot addition, together with a parking lot and landscaping.

Three firms were interviewed for this project by a committee made up of Hutchins Street Square Foundation representatives and a representative from the City Council, Planning Commission and SPARC, together with City staff. From that interview, the firm of Morris and Wenell was selected to do the work and we have negotiated with them the price of the architectural work. A full copy of the agreement is on file in the office of the City Clerk. Attached is a copy of Article 12 which outlines the compensation for this work. Because of the complexity of this project, together with wanting to work with a fixed fee versus a percentage of the bid price, the compensation agreement is complicated. If the Council has any questions concerning the attached material, I would be happy to answer. The contract conditions and amendments to the standard AIA contract being used have all been reviewed by the City Attorney and the Community Center Director.

One of the major concerns under the contract was obtaining sufficient liability insurance coverage. At a recent League of California Cities conference addressing public works construction claims, we were told that it is very important that the architect have adequate insurance coverage, even if the City has to pay for the cost of the premium.

R

APPROVED:

*Thomas A. Peterson*  
 THOMAS A. PETERSON, City Manager

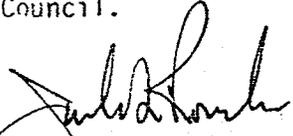
FILE NO.

CHI/CH9/TXTW.02M

March 30, 1988

City Council  
Hutchins Senior Complex  
April 6, 1988  
Page 2

It is recommended that this item be pulled from the consent calendar so that the Assistant City Manager can review alternate insurance coverages with the Council.



Jack L. Ronsko  
Public Works Director

JLR/ma

Attachment

cc: Community Center Director  
Morris and Wenell

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

**ARTICLE 12**  
**OTHER CONDITIONS OR SERVICES**

*(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)*

12.1 The Architect's basic services are based upon a scope of work established by a construction budget of \$2,300,000.

12.2 The base fee shall be \$157,000.

12.3 Additional services required by this contract are:

- .1 For investigative services as per Section 3.4.6 add to base fee the sum of \$4,230.00.
- .2 Per the Request for Proposal by the City of Lodi dated December 30, 1987, add for additional architectural inspection on a weekly basis, in lieu of a total of six inspections, the sum of \$20,940.00.
- .3 Basic compensation shall be computed as the sum of Paragraphs 12.2, 12.3.1 and 12.3.2.

12.4 Scope or Work Change

At the completion of the schematic design phase, the project shall be submitted to two independent cost estimators; one shall be selected and paid for by the Owner and one shall be selected and paid for by the Architect. The average of the two construction estimates shall then be used as a new basis for the base fee and a new scope of work subject to the Owner's approval. The base fee between the Owner and the Architect shall be adjusted upwards at the rate of 8% of compensation for each extra dollar authorized, e.g. original base fee \$157,000.00, original scope of work budget \$2,300,000; new scope of work base fee calculated by average of two estimates \$3,100,000, the new base fee shall be \$157,000 + 8% of (\$3,100,000 - \$2,300,000) = \$221,000, plus the work in Paragraphs 12.3.1 and 12.3.2.

Attached hereto and made a part of is Addendum to AIA B141 1987 Ed., page 1 through page 5.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

Robert Morris, President

\_\_\_\_\_  
(Printed name and title)

AIA DOCUMENT B141 • OWNER-ARCHITECT AGREEMENT • FOURTEENTH EDITION • AIA® • ©1987  
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

B141-1987 10

**THE REPRODUCTION OF THIS  
DOCUMENT CANNOT BE  
IMPROVED DUE TO THE  
CONDITION OF THE ORIGINAL.**