

Request for Legislative Action

Ord: 5578
Sponsor: Jalen Anderson
Date: December 6, 2021

Completed by County Counselor's Office			
Action Requested:	Ordinance	Res.Ord No.:	5578
Sponsor(s):	Jalen Anderson	Legislature Meeting Date:	12/6/2021

Introduction
Action Items: ['Authorize', 'Appropriate', 'Transfer']
Project/Title:
Appropriating \$170,240 from the Undesignated Fund Balance in the American Rescue Plan (ARPA) fund; Authorizing the Director of Public Works to execute a contract with Piper-Wind Architects, Inc (a county term and supply vendor) in the amount of \$170,240 for the purpose desinging improvements to the new Health Department building located at 3651 NE Ralph Powell Rd in Lee's Summit, Missouri

Request Summary
This ordinance will appropriate \$170,240 from the Undesignated Fund Balance of the ARPA Fund (No. 050) to the facilities division of the Public Works Department. It further authorizes the Director of Public Works to execute a contract with Piper-Wind Architects, Inc. for the purpose of designing the improvements necessary to move the Jackson County Department of Health and department of Environmental Health to the new Health Department building in Lee's Summit. Under this proposal Piper-Wind will perform the following services for the County: Provide professional services for the site investigation, programming and space planning, existing furniture and furnishings inventory, design, construction documentation, permitting, construction observation, project close-out and related project management and coordination for the complete remodeling and tenant improvements.

Contact Information			
Department:	Public Works	Submitted Date:	11/17/2021
Name:	Troy Schulte	Email:	TSchulte@jacksongov.org
Title:	County Administrator	Phone:	816-881-1079

Budget Information			
Amount authorized by this legislation this fiscal year:			\$170,240
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$170,240
Is it transferring fund?			Yes
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
050 (American Rescue Plan Fund)	9999 (*)	32810 (Undesignated Fund Balance)	\$170,240

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Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
050 (American Rescue Plan Fund)	1215 (Fac. Mgmt Health Building)	56030 (Architectural & Engin. Services)	\$170,240

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20763	September 20, 2021

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Reviewed for Goals:	
MBE:	9.50%
WBE:	11.70%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
<ul style="list-style-type: none"> Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

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History

Troy Schulte at 11/17/2021 10:53:06 AM - [Submitted |]
Department Director: Brian Gaddie at 11/17/2021 11:06:59 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 11/17/2021 1:07:55 PM - [Approved |]
Compliance: Jaime Guillen at 11/17/2021 1:22:37 PM - [Approved |]
Finance (Budget): Mark Lang at 11/18/2021 11:16:06 AM - [Approved | The fiscal note is attached.]
Executive: Sylvya Stevenson at 11/18/2021 1:23:41 PM - [Approved |]
Legal: Elizabeth Freeland at 12/1/2021 4:06:09 PM - [Approved |]



PIPER-WIND ARCHITECTS, Inc.

2121 Central Street, Suite 143
Kansas City, Missouri 64108
phone (816) 474-3050
fax (816) 474-3051

October 6, 2021

Mr. Brian Gaddie, PE
Director of Public Works
Jackson County, Missouri
303 W. Walnut
Independence, Missouri 64050

**RE: On-Call Architectural Services
Health Department Office Building Tenant Finish and Interior Remodeling
3651 NE Ralph Powell Road, Lee's Summit, MO 64064**

Dear Mr. Gaddie:

We are pleased to provide the County with this proposal for the Health Department's relocation to the newly acquired two-story, approximate 22,000 SF building at 3651 NE Ralph Powell Road, in Lee's Summit.

Project Understanding:

Provide professional services for the site investigation, programming and space planning, existing furniture and furnishings inventory, design, construction documentation, permitting, construction observation, project close-out and related project management and coordination for the complete remodeling and tenant improvements.

The impetus for this project is the acquisition of the subject property for the use of the County Health Department. Constructed in 2001, the facility appears to be in fairly good shape, with the need of new interior finishes – flooring, walls, and ceilings. The current building systems appear to be in fairly good order and intact. However, being 20 years old, the existing building systems should be evaluated to determine their remaining useful life.

Project Work Scope:

The work scope anticipated for this project includes the activities outlined on the attached professional services fee proposal. Generally speaking, those services include:

- 1) Existing building base plan, on site review and a current building code and ADA evaluation;
- 2) Evaluation of existing building systems, such as mechanical, plumbing, electrical, communications, audio-visual and fire protection;
- 3) Existing furnishings and systems furniture inventory to be reused;
- 4) Preliminary programming meeting with client team and customer to confirm requirements and desired space layouts;
- 5) Preliminary design option layouts utilizing the existing furnishings indicated in the inventory, augmented as required by new systems to match, which are then reviewed with the client team;
- 6) Preparation of final design layouts of the accepted concept; (*does not include presentation renderings*).
- 7) Coordination of finishes and furnishings selections with client team;
- 8) Preparation of construction bid documents for all appropriate engineering and design disciplines;

- 9) Assistance in the solicitation and procurement of a general construction contractor and evaluation of their construction pricing;
- 10) Typical construction observation activities, such as submittal and shop drawing review, bi-weekly on-site job visits, and contractor payment application review;
- 11) Typical project close-out activities, including substantial completion inspection, punch-list, and final completion back-punch;
- 12) The preparation of construction cost estimates at the schematic and final design levels.

Exclusions / Clarifications:

It is not anticipated that the following is necessary for this project. Thus, no fees are included for the following:

- 1) Architectural / presentation renderings;
- 2) Field measuring to create base plans of the existing building or floor (other than to verify critical dimensions);
- 3) Engineering a new HVAC system.
- 4) Detailed bldg. security / IT / telephone / fiber optics design (rough-in for data, telephone, security is included)
- 5) Site utilities or civil engineering work.
- 6) New fire alarm or fire suppression system detailed design.
- 7) A small allowance for structural engineering consultation has been included as indicated.
- 8) Extensive exterior signage and / or graphics program.

Schedule:

Work will begin immediately upon receipt of Notice to Proceed (NTP) and it is anticipated that the work indicated will be completed within 2 1/2 months' time and the procurement and construction phase work will be completed within an additional 8 months (or a total of 10 1/2 months).

Actual durations of the project, of course, will be dependent upon activities that Piper-Wind are not in direct control, such as availability and scheduling of client meetings, client review and response times, and the durations of time required and identified by the contractors doing the work. With this in mind, Piper-Wind and its consultants will work diligently and efficiently to maintain the prescribed project schedule. We understand that the ultimate goal is to be fully complete and operational as quickly as possible and will make every effort within our control to assist in meeting that goal.

Compensation:

Piper-Wind Architects agrees to perform the work indicated above for the not-to-exceed lump sum price of One Hundred Seventy Thousand Two Hundred Forty-Five Dollars **(\$170,240.00)**. PWA's services and that of their sub-consultants will be billed on a lump sum basis and invoiced monthly for work provided and according to the percentage of completion. Compensation for additional phases or scopes of work, if any, will be determined as their respective detailed work scopes are determined and can be quantified.

Compensation Schedule:

Discipline	Compensation
Piper-Wind Architects, Inc. (Prime, Architectural, Project Mgmt.)	\$74,730.00
FSC Engineering (MEP & FP Engineering / Code Consulting) *	\$57,000.00
Benson Method (Interior Design / FF&E coordination) **	\$21,750.00
Construction Management Resources (Cost Estimating)	\$7,200.00
Leigh and O'Kane (Structural Engineering Consultation) **	\$1,560.00
Reimbursable Expenses	\$8,000.00
Total Fee	\$170,240.00

*denotes certified MBE firm - meets the requirements for 9.5% minimum MBE participation and our goal of 10%
 ** denotes certified WBE firm - meets the requirements for 11.7% minimum WBE participation and our goal of 12%

Reimbursable Expenses:

Reimbursable expenses **are included** in the above lump sum not to exceed amount. These include expenses expected for plotting, printing, photocopies, postage and delivery service, photo-processing, long-distance communications, out-of-town travel and sustenance, etc. related to the project and local transportation which will be charged at a rate of .56 cents per mile. Expenses are invoiced in addition to our fees, and are

billed at cost, and are included in the above lump sum, not-to- exceed price. Consultant expenses are included in their lump sum cost. Consultant fees are similarly billed at cost and are included in the above lump sum, not-to-exceed amount.

Additional Services:

Piper-Wind Architects will provide any additional services requested. Any services outside the scope described above that is not a part of the not to exceed budget, will be billed at our standard hourly rates or an agreed to lump sum fee established per service. If there is a need to include any additional consultants in this scope of work other than those identified herein, this will not be done without Owner’s approval. Additional services for the other consultant team members will be billed at their current billing rates.

Hourly Rates: Current hourly rates for PWA’s services are as follows:

Principal Architect:	\$195/hour	Project Architect Level I:	\$140/hour
Senior Project Manager:	\$187.50/hour	Project Architect:	\$135/hour
Senior Project Architect:	\$180/hour	Intern Architect Level III:	\$120/hour
Project Architect Level IV:	\$170/hour	Intern Architect Level II:	\$115/hour
Project Architect Level III:	\$160/hour	Intern Architect level I:	\$110/hour
Project Architect Level II:	\$145/hour		

The rates above will be adjusted annually. Modifications to the above rates may be made periodically to reflect changes in staffing at Piper-Wind Architects that may occur throughout the year.

Standard of Care:

The services performed by Piper-Wind Architects, Inc. under this Agreement will be conducted in a manner consistent with that level of skill and care ordinarily exercised by members of the profession currently practicing under similar conditions in the same geographic area. Piper-Wind Architects, Inc. will be responsible for the data, interpretations, and recommendations provided in performing its services hereunder, but shall not be responsible for the interpretations by others of the information developed. There are no warranties given to the Owner either expressed or implied.

Qualifications and Clarifications

Construction Means and Methods Disclaimer: Piper-Wind Architects, Inc. will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. These are all the responsibility of the contractor(s) performing the work.

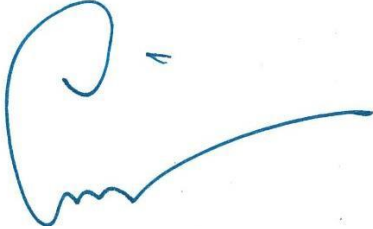
Cost Estimate Disclaimer: Since Piper-Wind Architects, Inc. has no control over the cost of labor, materials or equipment, or over the contractor's method of determining prices, any estimates of construction costs are made on the basis of experience and qualifications. These opinions represent judgment as a design professional familiar with the construction industry. However, Piper-Wind Architects, Inc. cannot and does not guarantee that proposals, bids or the construction cost will not vary from any construction cost estimate performed by PWA or others as part of this project.

Method of Payment: Invoices will be sent to the Owner for work performed and expenses incurred by Piper-Wind Architects, Inc. on a monthly basis, based on the progression of the work, and are due upon receipt. Interest of one percent (1%) per month will be payable on any amount not paid within thirty (30) days from the date of invoice.

Termination: Either the Owner or Piper-Wind Architects, Inc. may terminate this Agreement at any time upon written notice to the other party of such termination, specifying the effective date thereof. If termination occurs prior to the completion of work hereunder, Piper-Wind Architects, Inc. shall within thirty (30) days thereafter submit a statement of work performed and expenses incurred to the date of termination, which will become due and payable at that time. Piper-Wind Architects, Inc. shall have no responsibility for work that is incomplete due to an early termination.

Other conditions as indicated in County Master Agreement. Thank you again for the opportunity to work with you on this project.

Sincerely,
Piper-Wind Architects, Inc.

A handwritten signature in blue ink, appearing to read 'Eric J. Piper', with a long horizontal stroke extending to the right.

Eric J. Piper, AIA, Principal