



URA RESOLUTION 2013-012

AUTHORIZING THE URBAN RENEWAL AGENCY (URA) DISTRICT MANAGER TO AWARD A CONSTRUCTION CONTRACT FOR THE SHERWOOD COMMUNITY CENTER PROJECT

WHEREAS, the Urban Renewal Agency (URA) wishes to construct a Community Center in conformance with Planned Unit Development (PUD) plans approved for the Cannery Square development; and

WHEREAS, the URA Board has budgeted funds to construct the Sherwood Community Center on the lot formerly occupied by the Machine Works Building; and

WHEREAS, in November 2013, the URA solicited bids using a public bidding process; and

WHEREAS, on December 5, 2013, City staff opened and publicly read aloud the bid amounts (see attached Exhibit A), and identified the apparent low bidder pending review of all bid submittal documents; and

WHEREAS, all bid submittal documentation was reviewed by a committee comprised of City staff members and a URA Board representative; and

WHEREAS, the review committee recommended that the URA Board authorize the URA District Manager to award a construction contract to **Corp Inc.** as lowest responsive bidder in an amount equal to their bid amount of **\$4,558,200.00**; and

WHEREAS, staff recommends establishing a 10% construction contract contingency amount to mitigate unforeseen issues during the project associated with, but not limited to underground utilities, differing or contaminated soils conditions, and for additional work identified and deemed necessary during construction of the project; and

WHEREAS, the project design effort was performed by Ankrom-Moisan Architects Inc. under a previous URA Professional Services Contract (URA Resolution 2013-004); and

WHEREAS, under Section 279C.115(2) of the Oregon Revised Statutes (ORS) it states:
"A contracting agency may enter into a contract for architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services, directly with a consultant if the project described in the contract consists of work that has been substantially described, planned or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under rules adopted under ORS 279A.065 and the new contract is a continuation of the project."; and

WHEREAS, Ankrom-Moisan Architects, Inc., have prepared and submitted a scope of work and fee schedule, attached as Exhibits B and C; and

WHEREAS, City staff recommends that the URA Board authorized the URA District Manager to award a Professional Services Contract for construction management services to **Ankrom-Moisan Architects, Inc.** in the amount of **\$285,432.00**; and

WHEREAS, City staff recommends establishing a 10% construction management contingency amount to cover contract change orders for unforeseen items, and additional work identified and deemed necessary during construction of the project.

NOW, THEREFORE, THE SHERWOOD URBAN RENEWAL AGENCY BOARD RESOLVES AS FOLLOWS:

Section 1. Having completed of the mandatory seven (7) day bid protest period, the URA District Manager is hereby authorized to execute a construction contract with **Corp Inc.**, as the lowest responsive bidder, in the amount of **\$4,588,200.00** for the construction of the Sherwood Community Center.

Section 2. The URA Board establishes a construction contract contingency amount of 10% to cover changes orders and unforeseen issues, and additional work identified and deemed necessary during construction of the project.

Section 3. Subject to limitations of local and state contracting rules, the URA District Manager is hereby authorized to execute construction contract change orders for a total amount not-to-exceed 10% of the construction contract amount.

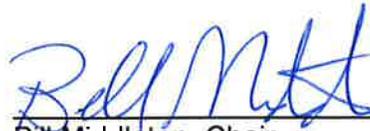
Section 4. The URA District Manager is authorized to execute a Professional Services Contract with **Ankrom-Moisan Architects, Inc.**, for construction management services in the amount of **\$285,432.00**.

Section 5. The URA Board establishes a Professional Services Contract contingency amount of 10% to cover contract change orders for unforeseen items, and additional work identified and deemed necessary during construction of the project.

Section 6. Subject to limitations of local and state contracting rules, the URA District Manager is hereby authorized to execute Professional Services Contract change orders for a total amount not-to-exceed 10% of the Professional Services Contract amount.

Section 7. This Resolution shall be effective upon its approval and adoption.

Duly passed by the Urban Renewal Agency Board this 17th day of December 2013.


Bill Middleton, Chair

Attest:


Sylvia Murphy, MMC, Agency Recorder

**Sherwood Urban Renewal Agency
Sherwood Community Center
Bid Results**

Corp Inc. (Apparent Low Bid)	
Base Bid	\$ 4,345,000
Alternate #1	\$ 105,000
Alternate #2	\$ 86,000
Alternate #3	\$ (15,000)
Alternate #4	\$ (17,000)
Alternate #5	\$ 42,000
Alternate #6	\$ 200
Alternate #7	\$ 12,000
Total Base Bid + Alternates	\$ 4,558,200

Emerick Construction	
Base Bid	\$ 4,439,000
Alternate #1	\$ 124,416
Alternate #2	\$ 81,058
Alternate #3	\$ (5,164)
Alternate #4	\$ 23,825
Alternate #5	\$ 43,985
Alternate #6	\$ -
Alternate #7	\$ 12,413
Total Base Bid + Alternates	\$ 4,719,533

Triplett Wellman Construction	
Base Bid	\$ 4,449,000
Alternate #1	\$ 109,500
Alternate #2	\$ 90,300
Alternate #3	\$ (4,900)
Alternate #4	\$ (11,100)
Alternate #5	\$ 42,300
Alternate #6	\$ -
Alternate #7	\$ 12,400
Total Base Bid + Alternates	\$ 4,687,500

City Estimate	
Base Bid	\$ 4,446,584
Alternate #1	\$ 146,370
Alternate #2	\$ 112,848
Alternate #3	\$ -
Alternate #4	\$ -
Alternate #5	\$ -
Alternate #6	\$ -
Alternate #7	\$ -
Total Base Bid + Alternates	\$ 4,705,802

Delta City -vs- Low Bid \$ 147,602



Ankrom Moisan

Exhibit B - Schedule of Compensation - CA Services

Project: New Sherwood Community Center
Client: City of Sherwood Oregon
Date: May 14, 2013

	Architrectural	Interiors	Total Fee	
<u>ANKROM MOISAN SERVICES</u>				
Architrectural Services				
Pre-Design	NIC	NIC	NIC	Under Separate Agreement
Schematic Design	NIC	NIC	NIC	Under Separate Agreement
Design Development	NIC	NIC	NIC	Under Separate Agreement
Construction Documentation	NIC	NIC	NIC	Under Separate Agreement
Bidding / Negotiation	NIC	NIC	NIC	Under Separate Agreement
Construction Administration	\$ 210,000	\$ 5,000	\$ 215,000	
Closeout	\$ 5,000	\$ -	\$ 5,000	
Sub-total Ankrom Molsan Services	\$ 215,000	\$ 5,000	\$ 220,000	
<u>OUTSIDE SERVICES</u>				
Cost Estimating			NIC	Architrectural Cost Consultants
Civil			\$ 2,500	HHPR
Survey			NIC	HHPR
Structural			\$ 9,000	AAI
MEP			\$ 8,500	Interface Engineering
Landscape			\$ 3,770	Lango Hansen Landscape Architecture
Envelope			\$ 15,000	RDH Building Science
Acoustical Consulting			\$ 3,000	Listen Acoustics
Theater Consultant			\$ 6,260	PLA Designs
Sub-Total Outside Services			\$ 48,030	
			TOTAL FEE	
			\$ 268,030	
Consultant Admin Fee / Markup (5%)			\$ 2,402	
Estimated Reimbursible Expenses (Approx 5% of Total Fee)			\$ 15,000	
TOTAL FEES THIS PROPOSAL			\$ 285,432	



EXHIBIT C

ARCHITECT'S DETAILED SCOPE OF WORK AND DELIVERABLES

1.0 GENERAL REQUIREMENTS AND CONDITIONS

- 1.1 This Exhibit C: Architect's Detailed Scope of Work and Deliverables clarifies and supplements Article 3 of the AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect (modified) between the Urban Renewal Agency and Ankrom Moisan Architects, Inc. ("Architect") ("hereinafter referred to as "Agreement.")

2.0 CONSTRUCTION ADMINISTRATION

- 2.1 The Architect shall advise and consult with the Owner during construction through completion of the "Work". The Work shall include but not be limited to the construction process from receipt of the Building Permit through issuances of Final Certificates of Occupancy from appropriate governing authorities.
- 2.2 On-site Construction Observation by the Architect shall include visits by the Architect with one (1) staff member to the site at weekly intervals for the duration of the project, and an additional one (1) to two (2) visits in any given week during key periods
- 2.3 Architect will promptly provide Owner with copies of weekly field reports prepared by Architect. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the work at the bi-weekly meetings. Architect will issue notes prior to the next site visit meeting, and will make every attempt to issue notes within four days of the site visit meeting.
- 2.4 Contractor is responsible for leading the weekly meetings and all notes and logs required for the Construction weekly meetings.
- 2.5 The Architect shall at all times have access to the Work wherever it is in preparation or progress.
- 2.6 The Architect shall notify the Owner in writing through field reports within (5) five business days of observation of Work which does not conform to the Contract Documents. Architect will issue field reports prior to the next weekly site visit.
- 2.7 The Architect shall review and approve or take other appropriate action upon Contractor's submittals.
- 2.8 The Architect shall review and respond to requests for information (RFI's) from the General Contractor regarding the Construction Documents. Prepare any necessary drawings and specifications to clarify the Construction Documents as needed.
- 2.9 As an additional service, the Architect shall prepare Architect's Supplemental Instructions (ASI's), with supporting documentation and data if deemed necessary by the Architect for the Owner's written approval and execution.

ARCHITECTURE
INTERIORS
URBAN DESIGN
BRANDING

**Ankrom Moisan Architects
Portland & Seattle**

6720 SW Macadam Ave
Suite 100
Portland, OR 97219
503.245.7100

117 S Main St
Suite 400
Seattle, WA 98104
206.576.1600

ankrommoisan.com

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ASI's are not included to update the Contract Documents after revisions are made through RFI answers or Submittal review and / or approvals.

- 2.10 Staffing assumptions / fees and reimbursable budgets assume that all contractors' submittals, with the exception of samples, are to be made electronically through a mutually agreed system. Ankrom Moisan maintains a website (projects.amaa.com) with this functionality and will make this web site available to the project for the sharing of information.
- 2.11 The Architect will review the Contractor's punch list and conduct a separate review to determine the completeness of the project. Items in addition to the Contractor's prepared punch list will be identified by the Architect and issued to the Contractor for completion.
- 2.12 When requested by the Contractor, the Architect will perform a single back-check to verify all punch list Work is completed.

3.0 REIMBURSABLE EXPENSES:

- 3.1 Reimbursable expenses as listed below are in addition to compensation and include expenditures made by the Architect and the Architect's employees and Consultants. Reimbursable expenditures will be paid at the Architect's actual costs x 1.05.
- 3.2 Expenses of travel, mileage, parking required for the Architect to visit site, Owner/Consultant offices, jurisdictional to complete the Scope of Services.
- 3.3 Expenses of productions, postage, overnight delivery charges and handling of drawings, schedules, specifications, and other documents for use by owner.
- 3.4 Expenses of b&w and color photocopies, large format b&w and color prints, and /or other reprographic supplies utilized in conjunction with the preparation of construction documents and/or specifications.
- 3.5 Expense of renderings, models, and mock-ups requested by the Owner.
- 3.6 Expense of electronic file transfer for documents to Owner, Contractor, and all project members to be billed at a rate of 20 cents per megabyte transferred.

4.0 EXCLUSIONS

- 4.1 In addition to the exclusions mentioned in the services of each phase and other portions of this proposal, the following items have been reviewed by Owner and are excluded from Architects Scope of work:
 - 4.1.1 Conformed set of drawings and spec revised during CA will be incorporated into a final set if requested as an additional service and is excluded.
 - 4.1.2 Fees do not include marketing materials or booklets, interior perspectives and renderings, finish presentation boards or detailed models unless specifically included in the phase descriptions. These services can be provided upon request.



5.0 PROJECT CLARIFICATIONS

- 5.1 The following items are clarifications to Architect's Scope of work.
- 5.2 The fees are based on a continuous work flow. If the Owner gives a Stop Work notice to the Architect and this continues for more than 30 days, the Architect shall be given the opportunity to adjust fees prior to restarting work.
- 5.3 Changes to previously agreed-to work that requires additional submittals to the City of already approved design work will have a major impact on the schedule and will be treated as an additional service.
- 5.4 Accounting for Design Changes:
Owner and Architect acknowledge that some amount of design clarification and change is normal and anticipated during the course of design and construction of any project. Design clarifications and changes shall be provided by Architect as a Basic Service, or as an Additional Service, as follow:

During Construction:

Basic Service: Appropriate and necessary clarifications of the previously approved design shall be provided as a basic service.

Additional Service: Design changes are Additional Services, when they are changes initiated at the direction of the Owner or Contractor, or when unknown or unexpected design conditions are encountered.

Punch List: Back-checks beyond the initial check of incomplete punch-list work are Additional Services.