

Marquette



the Superior location

11c

DATE: September 6, 1985
TO: Honorable Mayor and City Commission
FROM: David A. Svanda, City Manager
SUBJECT: Amendment #1 for Engineering Services for the
Proposed Public Works Service Center

Background: At a worksession on August 27, 1985 the Commission reviewed the current condition of building facilities being used by the Public Works and Parks and Recreation Departments. At that time, the current status of the Schematic Phase and the Design Development Phase of the proposed new center were also reviewed.

Following this review, the Commission, by concensus, indicated a willingness to proceed with the project at least to the point where the Schematic and Design Development Phases would be complete. A report regarding this, and a Contract Amendment which would actually authorize the activity is attached for your review.

Recommendation: I recommend that the attached Amendment be approved, and that the Mayor and Clerk be authorized to execute it on behalf of the City.

Fiscal Effects: The action is consistant with the established Current Year Budget Plan.

Alternatives: As suggested by the Commission.

Respectfully Submitted,

David A. Svanda
David A. Svanda
City Manager

DAS/jg
attach.

Marquette



the Superior location

MEMORANDUM

September 4, 1985

TO: David A. Svanda, City Manager

FROM: Steven P. Lawry, Public Works Superintendent *SPL*

SUBJECT: Amendment #1 for Engineering Services for Public Works Service Center.

Background: In November of 1984, the City of Marquette contracted with Sundberg, Carlson and Associates to provide architectural and engineering services for a new Public Works Service Center. The total contract amount of \$100,620 was computed based on 5.2% of an estimate project cost of \$1,935,000. Subsequently the project has grown considerably in size and the original contract quantity will no longer cover the total amount of work involved. Although the engineering services will remain at 5.2% of the total project cost it is necessary to amend the contract at this time. The attached amendment will provide for completion of the Schematic Phase and the Design Development Phase for the original contract amount. The remaining phases will require an additional amendment after a decision is made on whether to proceed with the project using construction management.

Recommendation: Request authorization to have the Mayor and City Clerk execute the attached amendment on behalf of the City of Marquette.

Fiscal Effects: None at this time as the \$100,000 for this portion of the design has already been appropriated from the Michigan Department of Transportation 1984 Loan Program. Additional appropriations will be required in future years to complete the preparation of construction documents and manage the bidding and construction phases of the project.

Alternatives: As directed by the City Commission.

SPL:js

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

**Standard Form of Agreement Between
Owner and Architect**

1977 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

AGREEMENT (Amendment #1)

made as of the 10th day of September in the year of Nineteen
Hundred and Eighty Five

BETWEEN the Owner: City of Marquette
300 West Baraga Avenue
Marquette, MI 49855

and the Architect: Sundberg, Carlson and Associates, Inc.
914 West Baraga Avenue, P.O. Box 100
Marquette, MI 49855

For the following Project:

(Include detailed description of Project location and scope.)

City of Marquette Public Works Service Center: offices, warehouses, service areas, shops, site improvements and related items. This amendment regards a change in scope of the proposed Public Works Facility to approx. 88,000 SF and includes Schematic Design and Design Development Phases only. All other terms of Original Contract dated November 27, 1984 remain in force.

The Owner and the Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1963, 1963, 1966, 1967, 1970, 1974, © 1977 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 14
BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 AN INITIAL PAYMENT of per original terms dollars (\$) shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION

14.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary)

Schematic Phase:	\$ 44,272.00
Design Development Phase:	\$ 56,347.00
Construction Documents Phase:	to be determined
Bidding or Negotiating Phase:	to be determined
Construction Phase:	to be determined

Total fee to be 224,016 based on 5.2% of \$4,308,000 [±] estimated construction cost.

Upon completion of the Design Development Phase the City of Marquette will determine whether to continue with preparation of the Construction Documents for conventional construction bidding purposes or for Construction Management method of bidding purposes.

14.2.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

(Include any additional Phases as appropriate)

Delete Section 6.1.2 and add the following: 6.1.2 subsequent payments for Basic Services shall be made twice monthly and shall be in proportion to services performed within each phase of services, on the basis set forth in Article 14.

Schematic Design Phase:	percent (20%)
Design Development Phase:	percent (25%)
Construction Documents Phase:	* percent (45%)
Bidding or Negotiation Phase:	* percent (5%)
Construction Phase:	* percent (5%)

* to be determined after completion of design development phase.

14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.

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

OWNER City of Marquette
300 West Baraga Avenue
Marquette, MI 49855

ARCHITECT Sundberg, Carlson and Associates, I
914 West Baraga Ave., P.O. Box 100
Marquette, MI 49855

BY _____
MAYOR

BY _____
Darryll L. Sundberg, P.E.
President

BY _____
CITY CLERK

BY _____
Donald G. Klimmek, A.I.A.
Vice President