



**CITY COUNCIL MEETING AGENDA  
NOVEMBER 26, 2002 MEETING**

**Agenda Item#:** \_\_\_\_\_

**Department:** Public Works

**Resolution / Ordinance #** \_\_\_\_\_

**Agenda Item:**

Authorize a Design Contract for a New Building at the Wastewater Treatment Plant.

**RECOMMENDATION:**

- Award the design contract for the new Laboratory/Office at the Wastewater Treatment Plant to the architectural firm, R.Gill & Associates, for \$9,500.00

**DESCRIPTION/JUSTIFICATION:**

For several years, construction of a new laboratory/office has been planned at the wastewater treatment plant to replace the current facility. The current lab/office is an approximately 300 sq. ft. concrete block structure built with the original wastewater treatment plant. The building contains a bathroom, desk space, and laboratory equipment, and houses three staff members. The concept for the proposed building is 1200 sq. ft. structure with a 400 sq. ft. laboratory room, office spaces, bathroom, locker/shower room, storage, and break/meeting area. A key component of the concept is that the building should be designed to allow easy expansion in the future.

Staff needs architectural services for this project to turn the concept for a new building into a constructible structure. The architect proposes to develop a Site Plan and Floor Plan for Staff's review and approval, and then design the complete set of construction plans and specifications around that layout. Included in the proposal is bidding phase services (contract documents, review of bids, recommendation for construction contract, etc.).

**FINANCIAL/BUDGET:**

R.Gill & Associates' proposes to provide the architectural services for a lump sum of \$9,500 (see attached proposal). The total estimated cost for design, construction, equipment, and furnishings for this structure is approximately \$100,000 to \$120,000.

Funding for this project has been previously budgeted for out of sewer fund operating revenue and this is still the recommended source for the design contract. Note: only the design contract is under consideration; Staff will return to Council for construction

authorization.

**Department Head:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**City Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

  
R. GILL

P.O. Box 217 Round Rock, Texas 78680-0217 • rgill@raygilljr.com • Ph 512-255-7852 Fax 512-255-5445

April 19, 2002

City of Taylor  
Frank Salvato, City Manager, City of Taylor, Texas  
P.O. Box 810  
Taylor, TX 76574


Frank,

The enclosed proposals per our previous conversation are for the one story structure at the water treatment plant.

Once you have reviewed and have received council approval I would need one executed copy with notice to proceed.

Thanking you in advance.

Sincerely

  
Ray Gill, Jr.



P.O. Box 217 Round Rock, Texas 78680-0217 • rgill@raygilljr.com • Ph 512-255-7852 Fax 512-255-5445

April 19, 2002

City of Taylor  
Frank Salvato, City Manager City of Taylor, Texas  
P.O. Box 810  
Taylor, TX 76574

Re: Proposal for Architectural Design Services for a one story structure to house the water treatment office operations. The building will consist of  $\pm$  1,200 sq.ft. The building is to be located at the water treatment site in the City of Taylor.

City of Taylor, Attn: Frank Salvato

I appreciate the opportunity to provide this proposal for architectural design services for the above referenced project. **R.Gill & Associates (RGA)** will provide professional design services in accordance with my understanding of the scope of work as outlined below.

## 1.0 SCOPE OF WORK

### 1.1 *SCOPE OF THE PROJECT*

1.1.1 The scope of the project includes the construction documents for a single story, structure, which will be  $\pm$  1,200 sq.ft. Parking will be provided on site. Drawings provided will include the following information:

- Architectural Site Plan Floor Plan
- Roof Plan
- Exterior Elevations illustrating all four (4) elevations.
- Building Sections
- Wall Sections/ Details
- Schedules
- Interior Elevations (cabinets/ casework/ features)
- Specifications will be shown on the drawings
- Engineered Foundation Design
- Mechanical, Electrical, & Plumbing engineered drawings
- Bidding services

- 1.1.2. The structural system for the building will be wood frame with the truss roof framing being designed by the truss manufacturer or a metal building structure with the building manufacture providing the engineered drawings for review by the architect for coordination with the architectural drawings. The foundation for the building will be a slab on grade.
- 1.1.3 Demolition drawings for any existing structures on the site are not in the scope of services.

## *1.2 SCOPE OF WORK*

- 1.2.1 Architectural Design Services performed by **RGA** shall include:
  - 1.2.1.1 Perform a code evaluation of the building to confirm the design requirements.
  - 1.2.1.2 Complete the design and detailing of the architectural components of the building, based on the conceptual plans in sufficient enough detail to explain the intent.
  - 1.2.1.3 Review of architectural submittals and shop drawings.
- 1.2.2 **RGA**, to the best of their knowledge, will prepare architectural design drawings for the project in accordance with the local Building Code.
- 1.2.3 The architectural design, to the best of **RGA** knowledge, will be prepared in accordance with the American with Disabilities Act, Title III: Public Accommodations, July 26, 1991.
- 1.2.4 The architectural design will also be prepared in accordance with the Texas Accessibility Standards of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, April 1, 1994.
- 1.2.5 Technical specifications will be based on **RGA**, standard specifications for small projects as modified for the project as required.
- 1.2.6 **RGA** will provide the various consultants electronic files of the final floor plan for them to produce their work.
- 1.2.7 The design for the project will commence upon the execution of this agreement by both parties.

### *1.3 ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS*

- 1.3.1 Site observation during construction is not included but will be provided on an as requested basis for an additional fee of \$250.00 per visit.
- 1.3.2 Engineering design and/or AutoCAD drafting services for the support of Engineering systems that are not specifically included and defined in this section as part of **RGA**'s scope of work are not included in this fee proposal.
- 1.3.3 Printing cost are not included in the fee.

### *1.4 DELIVERABLES*

- 1.4.1 Progress drawings will be on an "as-needed" basis.
- 1.4.2 Upon completion of the final design package the following deliverables will be provided:
  - 1.4.2.1 One (1) set of unbound "D" size reproducible construction drawings for printing.

## 2.0 COMPENSATION

### *2.1 BASIC SERVICES*

- 2.1.1 **RGA** will provide the architecture design and construction document services as defined in Section 1.0 of this proposal for a fixed fee of \$9,500.00

### *2.2 ADDITIONAL SERVICES*

- 2.2.1 Compensation for additional services will be billed on an hourly basis of fifty dollars (\$50.00) per hour for drafting and principals time at one hundred fifty (\$150.00) per hour. Site visits during construction will be billed at \$250.00 per visit.
- 2.2.2 Work performed by **RGA**, which is, either described below or not specifically included in the Proposed Scope of Services, constitute Additional Services and are not included in the fee noted above. These services include:
  - 2.2.2.1 Travel and subsistence for conferences, deliveries or trips not defined by the scope of work for this proposal outside of the immediate Austin, Taylor area.
  - 2.2.2.2 Assistance to the contractor for correction of field errors.
  - 2.2.2.3 Permits and fees.

- 2.2.2.4 Revisions to substantially completed construction documents or design calculations occasioned by changes in the scope of the project.
- 2.2.2.5 Revisions to substantially completed construction documents to indicate or incorporate as-built conditions outside of the described scope of work contained within this proposal.
- 2.2.2.6 Construction phase representation and/or engineering services except as defined in this proposal.

3.0 *GENERAL CONDITIONS OF THE PROPOSAL*

3.1 The Firm shall perform the services outlined in this Agreement for the stated fee arrangement.

3.2 **Access To Site:**  
 Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

3.3 **Fee:** Lump Sum of nine thousand five hundred dollars (\$9,500.00) payable as follows:

1. Design Development	30%	\$ 2,850.00
2. Construction Document Phase	60%	\$ 5,700.00
3. Bidding Phase	10%	<u>\$ 950.00</u>
<b>Total Fee</b>	<b>100%</b>	<b>\$ 9,500.00</b>

3.3.1 **Billings/Payments:** Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 14 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

3.3.2 **Late Payments:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of the Firm. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

3.4 Indemnification:  
The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable.

3.5 Risk Allocation:  
In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any causes or causes, shall not exceed ten times our fee or \$5,000.00, whichever is less. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Initial here: \_\_\_\_\_ (Firm) \_\_\_\_\_ (Client)

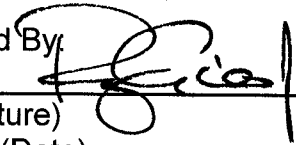
3.6 Termination of Services:  
This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

3.7 Ownership of Documents:  
Documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm and the architect agrees that the design will not be used for any other project without the written consent of the Client.

3.8 Dispute Resolution:  
Any claim or dispute between the Client and the Firm shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of the Firm.

\* \* \* \* \*

Prepared By:  
Ray Gill, Jr.  
Architect

Offered By:  | 4/19/02  
\_\_\_\_\_  
(Signature) (Date)  
Ray Gill, Jr. / Architect

Accepted By: \_\_\_\_\_  
(Signature)  
Mayor

Texas Board of Architectural Examiners, 333 Guadalupe Suite 2-350, Austin, Texas  
78701 telephone (512) 305-9000 who has jurisdiction over individuals licensed  
under the Architects' Registration Law. Texas Civil Statutes, Article 249a.