

# REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



**To:** Mayor and City Council

**Agenda Item #:** IV.P.

**From:** Ann Kattreh  
Parks & Recreation Director

**The Recommended Bid is**

- Within Budget  
 Not Within Budget

**Date:** November 18, 2014

**Subject:** Request for Purchase - Architectural Services, Sperides Reiners Architects, Inc., Braemar Clubhouse

**Date Bid Opened or Quote Received:**  
November 12, 2014

**Bid or Expiration Date:**  
NA

**Company:**  
Sperides Reiners Architects, Inc.

**Amount of Quote or Bid:**  
\$28,000 – Interior and patio designs, plans, specs  
\$21,000 – Roof and siding designs, plans, specs  
\$49,000 – Total interior and exterior architectural services

**Recommended Quote or Bid:**  
Sperides Reiners Architects, Inc.

## General Information:

On March 18, 2014 the City Council approved staff's recommendation to outsource the grill/restaurant operations at Braemar Clubhouse. Renovations are required to update the space and provide a full service restaurant. Staff recommends hiring Sperides Reiners Architects (SRA), Inc. to provide architectural services to update several areas of the clubhouse, including required kitchen renovations.

SRA will provide design services and plans and specifications for the demolition of the existing grill and replacement of the kitchen floor and drains as specified in the terms of the new restaurant lease. SRA will provide additional interior and exterior design services for the dark and dated clubhouse spaces. Services include interior design for the clubroom (dining area), banquet room, banquet hallway, building entrances, and upper level restrooms. Anticipated updates include new lighting, carpet, tables/chairs, and window treatments. Restroom updates include tile, paint, counter tops, plumbing fixtures and stalls. New doors to replace the folding divider between the banquet room and clubroom will be explored to update the space, bring in more light and improve function. Exterior design services include an outdoor patio renovation (small expansion of existing patio space) on the north side of the clubhouse and also new roofing and siding options. SRA will work with staff to hold a public meeting to receive input and feedback on the proposed interior and exterior designs. When funding sources are secured, plans and specifications to complete the bidding process will also be completed.

REQUEST FOR PURCHASE  
IN EXCESS OF \$20,000/CHANGE ORDER

City Attorney Roger Knutson has reviewed and approved the AIA B132 – 2009 contract for Sperides Reiners Architects, Inc.

Attachments:  
Fee Proposal

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Ann Kattreh  
City of Edina  
4801 W. 50<sup>th</sup> St.  
Edina, MN 55426

Re: Proposal for Professional Services  
Braemar Golf Clubhouse Remodeling  
Edina, MN  
SRa project no: 14-055

Dear Ann:

Thank you for the opportunity to submit our proposal for Professional Services for the Braemar Golf Clubhouse Remodeling, located in Edina, MN.

We understand the remodeling project will be parallel to the proposed renovation of the kitchen area for the Tin Fish. The following is our understanding of the scope of work to be considered the design and construction for renovation of the existing clubhouse

1. Prepare plans and specifications for the demolition of the existing kitchen/grill area.
2. Prepare plans and specs for the installation of a new floor in the kitchen/grill area including new floor drain locations to accommodate tenant.
3. Provide interior design services and prepare plans and specs for the following areas of the clubhouse:
  - a. Clubroom
  - b. Banquet room
  - c. Banquet entrance and common hallway.
  - d. Restrooms in the common hallway.
  - e. Outdoor patio space on north side of building.

In addition to the scope listed above, we are also providing you with a definition of scope and associated compensation, as an alternate, to consider the exterior design of the clubhouse, specifically the roof and siding. The goal will be to consider redesign of the existing roof – without a complete demolition of the existing roof, to produce an improved exterior appearance and enhanced definition of the major entrances to the clubhouse.

The attached proposal outlines the scope of work to complete this project including work effort by phase, deliverables, schedule, and compensation.

Ann, we hope this Proposal clearly defines our areas of involvement. If you concur with the terms and conditions of this Proposal, please sign and return one copy for our records. We will prepare an AIA Agreement as the final agreement for your review and approval.

Thank you very much for your business and including SRa to be a part of your team!

Sincerely,  
Sperides Reiners Architects, Inc.

A handwritten signature in blue ink, appearing to read 'Nicholas S. Sperides', is written over a horizontal line.

Nicholas S. Sperides, AIA, NCARB  
Principal  
Encl. – Scope of services document

4200 West Old Shakopee Rd  
Suite 220  
Bloomington, MN  
55437

952.996.9662 p  
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[www.srarchitectsinc.com](http://www.srarchitectsinc.com)

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### SCOPE OF SERVICES

#### A. Schematic Design Phase

- a. Develop the space allocation program that defines all spaces to be included in the design of the interior.
- b. SRa shall field verify the existing building conditions and prepare cad base drawings.
- c. **Architect shall conduct a "public engagement" meeting with the interested community members, and golf course users to listen to ideas and discuss options for the design of the project.**
- d. SRa shall prepare design options for the building, review with the City of Edina Team, and select a direction to proceed with design
- e. Prepare a preliminary budget model with the assistance of the general contractor.
- f. Architect shall conduct preliminary meetings with the Parks and Recreation department of the City of Edina to review the process for approval of the project.
- g. Prepare a project schedule.
- h. Review schematic design with City of Edina Team, make refinements to the program, schematic design, budget and schedule as necessary and obtain approval of City of Edina Team to proceed with project.

#### B. Design Development Phase

- a. Based on the mutually agreed-upon program, construction budget, schedule, and Concept design, the Architect shall prepare, for approval by City of Edina Team, Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components.
- b. SRa shall coordinate a meeting with City of Edina Building department to review the project and its compliance with building and fire safety codes.
- c. Review design progress with Project team.
- d. Make refinements to design as directed from the review meetings.
- e. Meet with project team to review the final design for approval.
- f. Based on the approved Design and any adjustments authorized by City of Edina Team, in the program, schedule or construction budget, the Architect shall prepare, for approval by City of Edina Team, **Final Design Documents** consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural and such other elements as may be appropriate.
- g. **SRa shall provide 2 renderings of the Final selected interior design for use by the City of Edina for public information distribution.**

#### C. Construction Documents Phase

- a. Based on the approved Design Documents, and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City of Edina Team or required by the City, the Architect shall prepare, for approval by City of Edina Team, **Construction Documents** consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

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- b. SRa shall review project for compliance with applicable building codes with City of Edina building official.
- c. SRa shall coordinate the work of the Mechanical/Electrical/Plumbing Design/Build sub-contractors as selected by the general contractor.
- d. SRa shall facilitate meetings and communications as required coordinating project issues among team members.
- e. SRa shall submit Construction documents to City of Edina for Health Department review.
- f. The General Contractor shall submit construction documents to the City of Edina for building permit.

### **g. Interior Design/Finish Selection**

- i. SRa shall provide interior design services as follows:
  - Prepare interior design and finish options.
  - Assist in furniture selection for tables and chairs in clubroom.
  - Facilitate meetings to make selections of interior finishes with City of Edina Team.
  - Prepare a final interior finish sample board.
- ii. Prepare finish plans and specifications to be included in construction documents

### **D. Final Pricing Phase**

- a. Following City of Edina Team approval of the Construction Documents, the Architect shall issue the construction documents to a Construction Manager for preparation of final pricing for the Work.
- b. SRa shall provide phone consultation and interpretation of SRa documents to sub contact bidders.
- c. SRa shall prepare written Addenda to clarify any discrepancies in the documents.
- d. SRa will assist City of Edina Team and Construction Manager in analyzing subcontractor bids, as requested.

### **E. Construction Phase – Administration of the Construction Contract**

- a. Provide services as defined in AIA Agreement between Owner and Architect.
- b. The Architect shall provide administration of the Contract for Construction as set forth in AIA – A201 General Conditions of the Contract for Construction, 2007 Edition.
- c. Scope changes to the design requiring additional or revised drawings during this Phase will be charged as an Additional Service billed hourly at SRA's Current Hourly Rates (reference Appendix A) as agreed.
- d. Revisions to drawings as a result of changes in the work required by Building Officials or inspectors not noted in review comments on the construction documents submitted for building permit will be charged as additional services and the architect will not be responsible for additional costs in construction.

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### **OWNER RESPONSIBILITIES**

This project demands significant involvement by the City of Edina Team. It will be the Owner's responsibility to perform/provide the following:

- a. The Owner shall provide full information regarding requirements for the Project, including a program that shall set forth their objectives, schedule, budget, constraints and criteria, flexibility, expandability, special equipment, systems and site requirements.
- b. The Owner shall designate a representative authorized to act on their behalf with respect to the Project. The authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- c. The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

### **CONSTRUCTION COST**

- a. The Construction Cost shall be the total cost, or to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect as provided by the Owner's selected General Contractor.
- b. The Construction Cost shall include the cost at current market rates of labor and materials furnished by Contractor and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.
- c. Construction Cost does not include the compensation of the Architect and the Architect's consultants
- d. It is recognized that the Architect does not have control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions in establishing an estimate of Construction Cost. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost prepared by Construction Manager.

### **USE OF ARCHITECT'S DRAWINGS**

- a. The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents. The Architect and Owner shall jointly retain any and all common law, statutory and other reserved rights, including the Copyright.
- b. Owner is granted license to retain and reproduce copies of the Architect's Drawings, Specifications and other documents for information and reference in connection with Owner's use and occupancy of the Project.
- c. The Architect's Drawings, Specifications or other documents shall not be used by Owner or others on other projects, for additions to this Project or for completion of this Project by others except by agreement in writing.

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**MEDIATION**

- a. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.
- b. Owner, Contractor and the Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.
- c. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Architect, City of Edina Team waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8, AIA – B101 Agreement between Owner and Architect 2007 Edition.

**PRELIMINARY PROJECT SCHEDULE**

Demolition/Flooring Package	Nov. 19, 2014 – Dec. 1, 2014
Schematic Design	Nov. 19, 2014 – Dec. 10, 2014 3 weeks
Design Development Phase	Dec. 10, 2014 – Dec. 23, 2015 2 weeks
Construction Document Phase	Jan. 5, 2015 – Feb. 2, 2015 4 weeks
Final Pricing/Permit/	Feb. 2, 2015 – Feb. 18, 2015 2 1/2 weeks
Construction Administration Phase	Feb. 1, 2014 – April 1, 2015

In order to meet the proposed schedule a separate package shall be issued for the demolition of the existing interiors and installation of the kitchen flooring. Drawing package will be issued on December 1, 2014

The anticipated date of start of operation is on or before April 1, 2015

This schedule shall be confirmed with the overall project schedule that will include time required for construction schedule to be prepared by a Construction Manager.

Adjusted schedule will be prepared upon confirmation of unknown components.

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**COMPENSATION**

**Professional Fees**

FOR BASIC SERVICES, Compensation shall be a lump sum of twenty eight thousand, dollars (\$28,000), as set forth by scope of services above.

**Basis of compensation Fee breakdown**

- Total affected area included in proposal – 6,810 s.f.
  - Basic Services shall be computed as follows
    - Interior design services - \$2.50 per s.f. x 6,810 = \$17,000
    - Renderings of Interior Design \$ 2,500
    - Kitchen Demolition/Flooring Plan bid Package - \$ 6,000
    - Patio refurbishment design and coordination \$ 2,500
- 
- Total fee      \$28,000**

**Fee distribution by Phase:**

Schematic Design	20%	\$5,600.00
Design Development	20%	\$5,600.00
Construction Documents	50%	\$14,000.00
Construction Administration	10%	\$2,800.00
<b>Total Fee</b>	<b>100%</b>	<b>\$28,000.00</b>

- The Professional Services Fee shall be adjusted if addition, change or deviations in scope as defined in this Proposal are directed by the Owner. A Work Authorization proposal shall be prepared to define Professional Services and compensation. All additional services must be approved in writing by Owner prior to proceeding with work.

**ADDITIONAL INFORMATION**

- Structural Engineering services are **not** included in this proposal.
- Survey and civil engineering services are **not** included in this proposal.
- Mechanical/Electrical/Plumbing Engineering services are **not** included in this Proposal. M/E/P engineering shall be provided by the M/E/P Subcontractors on a design-build basis. Scope of work has not yet been determined.
- Landscape Architecture consulting is not included in this proposal

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**ALTERNATE FOR ADDITIONAL SCOPE OF SERVICES FOR ROOF AND SIDING**

We understand the scope of work for this alternate to include consideration of possible exterior improvements to the exterior of the existing clubhouse by renovation of the roof appearance, enhancements of the design of the main entrance to the clubhouse and consideration of replacement of the wood siding on the building. The scope could also include consideration of doors and windows. The ultimate goal is to improve the appearance of the building without demolishing the entire roof structure.

While studies prepared in July 2014 also included estimated cost for construction – action was not taken to move forward with any of the options.

This proposal shall consider as an add alternate to the basic fees noted above and follow the same phases of design, construction documents and construction administration as the rest of the project.

For the purposes of this proposal we will make the assumption based upon the July 2014 budget analysis for Option D - \$160,000 + \$62,000 = \$222,000 estimated cost. (Add a contingency and use \$250,000)

Also consideration of replacement of the exterior siding for the clubhouse – as studied in July 2014 has an estimated cost of \$75,000 (Add a contingency and use \$100,000)

**Professional Fees**

FOR BASIC SERVICES, for this alternate as outlined in above, Compensation shall be a lump sum of twenty one thousand, dollars (\$21,000).

**Basis of compensation Fee breakdown**

- \$350,000 construction cost (roof and siding projects)
- 6% (architectural and structural engineering)
- Basic Services shall be computed as follows
  - $\$350,000 \times 6\% = \$21,000$

**Fee distribution by Phase:**

Schematic Design	20%	\$4,200.00
Design Development	20%	\$4,200.00
Construction Documents	50%	\$10,500.00
Construction Administration	10%	\$2,100.00
<b>Total Fee</b>	<b>100%</b>	<b>\$21,000.00</b>

**ADDITIONAL INFORMATION**

- Structural Engineering services are included in this proposal.

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### **REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified below. Rates for Current Reimbursable Expenses are outlined in Appendix A.

- Transportation (including private automobile use at currently published Internal Revenue Service rate, plus parking)
- Printing, reproductions, plots for Owner's use, digital printing/reproductions
- Postage, handling and delivery including overnight and messenger service;
- Renderings, presentation models, digital models or animation, mock-ups, professional photography, and presentation materials requested by *City of Edina Team*
- Other similar out-of-pocket Project-related expenditures.

Reimbursable expenses will be billed as incurred by the Architect in the interest of the Project without mark-up

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**OTHER TERMS AND CONDITIONS**

With your signature below, the Owner is indicating acceptance of the terms of this Proposal. Sperides Reiners Architects, Inc. will commence with the work shortly after execution and receipt of this Proposal. This agreement may be terminated by either party upon seven (7) days written notice should either party fail to perform substantially in accordance with the terms of this Agreement. Failure of the Owner to make payments to the Architect within twenty (20) days of invoice date shall be considered substantial non-performance and cause for termination.

Except where noted herein, the services provided under this Proposal Agreement will be governed by the terms and conditions of AIA – B101 Agreement between Owner and Architect 2007 Edition. The laws of the State of Minnesota shall govern this Agreement.

**ADDITIONAL SERVICES**

Additional Services requested of the Architect shall be billed either at the Architect's Current Hourly Rates or per a pre-agreed lump sum. Prior written approval by the Owner will be required before commencement of Additional Services. Said approval shall define method of compensation. Reference Appendix A - Current Hourly Rates.

**INVOICING**

Billings will be issued at 30-day intervals. Payment is due and payable upon receipt of invoice. Interest of 1.5% per month will be due on the unpaid balance beginning thirty (30) days after invoice date.

***SRA accepts major credit cards for payment of invoices as a convenience to our clients.***

If the above Proposal meets your approval, please sign and return one copy and we will immediately proceed with the work effort.

Sincerely,  
**Sperides Reiners Architects, Inc.**



Nicholas S. Sperides, AIA, NCARB  
Principal

This Proposal is accepted by:

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

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*Appendix A*

CURRENT HOURLY RATES

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<u>Position</u>	<u>Rate Per Hour</u>
Principal	\$175.00
Project Architect	\$125.00
Project Coordinator	\$100.00
Interior Designer	\$100.00
Administrative	\$ 55.00

CURRENT REIMBURSABLE EXPENSES

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Photocopies – 8 ½" x 11"	\$.05
Color	\$1.00
Photocopies – 11"x 17"	\$.15
Color	\$1.00
Plots – 24" x 36" 30" x 42" 12" x 18" 15" x 21"	\$0.60 per s.f.
Mileage	Current IRS Rate
Delivery Charges	As Billed to SRA
Long Distance Telephone	As Billed to SRA