

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#7b

Date: 3/02/2015

Weekly Agenda Date: 3/08/2016

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz; Building Services Director

SUBJECT: Woodbury County Courthouse 2nd Floor Façade & Windows

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Courthouse - 2nd Floor South-East Courtroom Façade & Windows in need of emergency repair.

EXECUTIVE SUMMARY: Recent abnormalities discovered in several Courthouse Courtrooms are in need of repair.

BACKGROUND: Three Architectural firms & two structural engineers have reviewed (interior only) abnormalities in the Courtrooms exterior façade. It is general consensus that all Courtrooms are need of repair however the South-East Courtroom façade must be immediately addressed as outward shifting is occurring at an accelerated pace. Repair costs have been described as "undeterminable" without further study. CMBA Architects & FEH Architects agree that an exterior examination is necessary to determine a scope of repair moving forward & would like this completed as soon as possible.

FINANCIAL IMPACT: CMBA Architectural Fees (\$3000.00) & Building Services High-Lift Rental (\$500.00)

Total \$3,500.00

RECOMMENDATION: Move forward as quickly as possible.

ACTION REQUIRED / PROPOSED MOTION: Motion to Approve Fees & costs necessary to complete analysis required.



CANNON MOSS BRYGGER ARCHITECTS
202 JONES STREET, SUITE 200 • SIOUX CITY, IA 51101 • (515) 274-2933

FEE PROPOSAL
For
Woodbury County Building Services
Woodbury County Courthouse Window Study
Sioux City, Iowa
03/02/16

Mr. Kenny Schmitz
Woodbury County Building Services
401 8th Street
Sioux City, IA 51101

Dear Kenny,

CMBA is very excited to have opportunity to work with Woodbury County for the County Courthouse. As we discussed today, the County is requesting a fee proposal to study the exterior window assemblies in the four courtrooms. At this present time, the windows are showing signs of distress, including finish materials being displaced. Also, due to the historic significance of the building, potential solutions need to be identified quickly to limit long-term damage.

Also, per our discussion we recommend teaming our firm with FEH Design, another architectural firm here in Sioux City, to complete this project. Our two firms have worked on historic structures independently, but we feel a team approach would provide a deeper understanding and a more technical response to the current problem. Our firms have worked together previously and hold each company in high regards. Both companies are very committed to seeing the Historic Courthouse maintained correctly to ensure its long-term survival.

The proposed study would provide the following:

1. An architectural evaluation of the interior and exterior of the window assemblies.
2. Photographic and dimensional documentation of the current conditions.
3. Recommended steps to address the current failures to mitigate further damage.

The study would include a deeper examination of the worst window condition, but would also include an exterior review of all four window assemblies.

SCHEDULE

CMBA and our team understands this work shall progress quickly and we will make every effort to do so. We anticipate the study to be completed in approximately four weeks. Initial examination of the windows will begin as soon as approval has occurred and a motorized lift is provided by the County. This lift will be used for the exterior examination of the window assemblies.

COMPENSATION – WINDOW STUDY

Proposed fees for the Historic Window Study are as follows:

For the agreed upon Scope of Work we propose working on a Lump Sum basis with a total fee of Three Thousand Dollars (\$3,000.00).

CMBA will bill for this amount at the completion of the study.

****Note – This fee proposal does not include Structural Engineering analysis or the cost of the motorized lift needed for the exterior review.**

REIMBURSABLE EXPENSES

Reimbursable expenses are defined by industry standard AIA agreement. Reimbursable expenses shall include out-of-town mileage associated with the project (current IRS rate/mi), travel expenses, printing and distribution of contract documents, and fees paid on your behalf to Fire Marshals or Plans Examiner for their review and approval.

ADDITIONAL SERVICES - PROJECT COMPLETION

Additional Services listed below are not included in this proposal. Possible examples that should be jointly discussed and evaluated on your project include the following:

- | | |
|--|---|
| Structural Engineering | Landscape Architecture |
| Civil Engineering | Furniture, Fixtures, and Equipment (FF&E) |
| Coordination of Owner Consultants | Telephone and Data Design |
| Security System Design/Technology Consulting | Commissioning |
| LEED Certification | Life Cycle Cost Analysis |

TERMS & CONDITIONS

Reimbursable expenses such as printing, plotting, postage/deliveries, mileage, travel, permit fees, etc. are not included in this fee and will be billed with a 10% mark-up in addition to the contract amount. Invoices will be sent on a monthly basis with payments due within 30 days of the invoice date. Invoices outstanding past 30 days will accrue interest at a rate of one and half percent (1.5%) per month.

Limitation of Liability: Neither the Architect, the Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner or any other person in excess of either the compensation to be paid pursuant to this agreement or One Hundred Thousand and No/100 Dollars (\$100,000.00), whichever is greater, for any claim arising out of or relating to any act or omission, including but not limited to breach of contract or negligence, except that this limitation shall not apply only to claims based on gross negligence or willful misconduct. This shall be the sole and exclusive remedy for any such acts or omissions and is in lieu of all other remedies. The Architect and the Owner acknowledge that this limitation of liability constitutes their negotiated allocation of risk of loss and that enforcement of this limitation is necessary to protect the parties' contractual expectations.

If you are in agreement with this proposal, please print, sign, and return one original of this letter to CMBA. Retain a second signed copy for your records.

CMBA thanks you for this opportunity and we would love to work with you. If you have any questions, please call me at 712.274.2933.

Sincerely,



Brian N. Crichton, AIA
Principal Architect

Client Signature

Date

Client Printed Name