

STATE OF RHODE ISLAND  
CITY OF EAST PROVIDENCE

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES  
FOR THE PROPOSED EAST PROVIDENCE COMMUNITY CENTER**

**WHEREAS**, William Starck Architects, Inc. has submitted a proposal for architectural and engineering services for the proposed East Providence Community Center; and

**WHEREAS**, Starck Architects, in collaboration with the City's Owner's Project Manager, Peregrine Group LLC, have conceptually revised the work completed during the previous schematic design for the Center and submit the attached scope of work/fee proposal in the amount of \$986,780 (with a potential addition of \$38,780 for the schematic design for an aquatic center) for the design development, construction document, bidding and construction contract administration phases of work for the revised conceptual layout; and

**WHEREAS**, upon acceptance, the Mayor is authorized to execute a standard AIA Owner and Architect Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Providence hereby authorizes the Mayor of the City of East Providence to enter into a proposal with William Starck Architects, Inc. in the amount of \$986,780 (with a potential addition of \$38,780 for the schematic design for an aquatic center) for Architectural and Engineering Services for the proposed East Providence Community Center.

Adopted by the City Council: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk of East Providence, Rhode Island

Introduced by: Council President Rodericks



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126 Cove Street  
Fall River, MA 02720

1 Richmond Square  
Suite 120C  
Providence, RI 02906

508.679.5733  
401.709.7799

May 1, 2023  
Revised: October 30, 2023  
Revised: November 28, 2023

Mayor Robert DaSilva  
City of East Providence  
145 Taunton Ave  
East Providence, RI 02914

Re: **Proposed East Providence Community Center**

Dear Honorable Mayor DaSilva (Client)

William Starck Architects, Inc., (herein referred to as Starck Architects) is pleased to submit this proposal for Architectural and Engineering Services for the proposed East Providence Community Center.

**PROJECT DESCRIPTION:**

Starck Architects, in collaboration with the City's Owner's Project Manager (Peregrine Group LLC), have conceptually revised the work completed during the previous schematic design for the proposed East Providence Community Center. As part of this revision process, Peregrine Group prepared an Order of Magnitude construction costs for the proposed project in the amount of approximately \$10 million, (not accounting for soft costs, cost escalation or furniture, fixtures, equipment & technology).

At your request, we respectfully submit this modified scope of work / fee proposal for the Schematic Design, Design Development, Construction Document, Bidding and Construction Contract Administration phases of work for the revised conceptual layout (see attached). This scope of work / fee proposal is based upon the revised conceptual layout which was presented to the East Providence City Council on September 18, 2023 and the drawings, renderings and documents previously presented to the Council on February 21, 2023.

Below is a summary of the revised programmatic spaces and their respective approximate sizes that were included as part of the conceptual revisions to the original building design:

• Full court Gym (basketball and futsal) and support space	+/- 10,327 gross sf
• Workforce Training/Learning Center	+/- 2,768 gross sf
• <u>Circulation and support spaces</u>	+/- 1,264 gross sf
<b>Total Building Area</b>	<b>+/- 14,349 gross sf</b>

**ASSUMPTIONS:**

- Acceptance of this proposal affirms acceptance of Conceptual Design work previously completed by Starck Architects under separate Agreement. Accept as otherwise noted in this proposal, said work is to be the basis of the work to be completed as part of this proposal.
- This project will be designed as a single project with a single construction phase. The construction documents will reflect the final installed condition only (i.e. phasing will not be indicated on the documents).
- The City has engaged the services of the Peregrine Group to serve as the Owner's Project Manager (OPM). For reference purposes, the scope of the OPM services were noted within the City of East Providence RFQ EP22/23-14.



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- The project delivery/procurement method will be the Construction Manager/General Contractor Method (CMGC). The City will engage the services of the CMGC who will work cooperatively with the City of East Providence, the OPM and Starck Architects. The services of the CMGC will be engaged in a timely manner to ensure the CMGC is ready to begin constructability and comparative cost studies no later than mid-March of 2024.
- The contract will be Lump-Sum. Any change to the scope of work will result in a corresponding change to the contract amount as negotiated in good faith by all parties.
- All programmatic elements that were included in the original design that are not listed above have been removed from the project scope.
- Client will provide manufacturer's cut sheet(s) and/or specification information for any fixtures or special equipment for use by WSA in the design of the project.
- Upon commencement, the project will proceed in a continuous manner. Extended interruptions to the design process caused by others which result in intermittent or sporadic services will be cause for submission of an additional services request.
- We assume primary utility systems servicing the site (i.e., gas, electrical, fire alarm, domestic water, and sewer) will be of adequate capacity.
- The project schedule is based on the following Draft Schedule prepared by the Peregrine Group, LLC:
  - Concept/Program Site Confirmation      TBD
  - Design      10-12 months
  - Bidding/Permitting      2 months
  - Construction      14-16 months

#### **SCOPE OF BASIC SERVICES:**

The Basic Services consist of those described in this section and include usual and customary:

- Structural engineering services.
- Mechanical, electrical, plumbing and fire protection engineering services.
- Geotechnical engineering services.
- Civil engineering services
- Design of security, telephone/data, A/V and card access systems.
- Landscape architecture.
- Interior design.
- Cost estimating services (25%, 50% & 75%).

Services not set forth in this section are deemed to be Additional Services.

#### 1. PROGRAMMING / CONCEPTUAL DESIGN PHASE:      N/A

#### 2. SCHEMATIC DESIGN PHASE:

- Using the previously prepared conceptual layouts prepared by Starck Architects, we will prepare schematic floor plans and elevations to reflect the revised program.
- Collection and preliminary review of pertinent project information, i.e., applicable codes, regulations, design criteria, Client-prepared program, etc.
- Prepare a cursory building code review.
- Provide a third party generated Cost Estimate at the completion of the Schematic Design Phase (Herein referred to as a 25% Cost Estimate).



### 3. DESIGN DEVELOPMENT PHASE:

- Upon approval of the Schematic Design Documents, prepare Design Development Documents that illustrate and describe the project, in sufficient detail, as determined by the Architect. The documents shall consist of drawings and other media including plans, sections, elevations and diagrammatic layouts of the building and its systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical, plumbing, fire protection and such other elements as may be appropriate.
- Review the Design Development Documents with you and the OPM and make any changes or modifications necessary; we have accounted for one (1) revision as part of this proposal.
- Bi-Weekly Owner/OPM/Design Team Coordination Meetings. For the purposes of preparing this proposal we have accounted for a total four (4) meetings.
- Provide a third party generated Cost Estimate at the completion of the Design Development Phase (Herein referred to as a 50% Cost Estimate).

### 4. CONSTRUCTION DOCUMENT PHASE:

- Upon approval of the Design Development Documents, Construction Documents illustrating and describing the approved Design will be prepared for use in obtaining construction bids and a building permit. The Construction Documents shall consist of Drawings and Specifications (book form), setting forth, in detail, the quality levels of materials and systems and other requirements for the construction of the Work.
- Review the Construction Documents with the OPM and make any changes or modifications necessary; we have accounted for one (1) revision as part of this proposal.
- Bi-Weekly Owner/OPM/Design Team Coordination Meetings. For the purposes of preparing this proposal, we have accounted for a total of three (3) meetings.
- Complete certification forms for building permit submission.
- Provide a third party generated Cost Estimate midway through the completion of the Construction Document Phase (herein referred to as a 75% Cost Estimate)

### 5. BIDDING PHASE:

- Attend up to two (2) public pre-bid meetings to review the project parameters, bidding expectations, etc. with General Contractor/Construction Manager at Risk (GC/CMaR) bidders.
- Provide electronic copies of the drawing to bidders for their use in bidding the project.
- Provide assistance/clarification of the Construction Documents during bidding.

### 6. CONSTRUCTION CONTRACT ADMINISTRATION PHASE:

- Visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and determine, in general, if the Work observed is in accordance with the Contract Documents. For the purposes of this proposal, we have provided for a maximum of twenty (20) site visits as part of this proposal.
- Attend job meetings (on site or virtual) at intervals appropriate to the stage of construction to review progress and issues of construction. Job Meetings are



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to be held concurrently with Site Visits. For the purposes of this proposal, we have provided for a maximum of twenty (20) job meetings as part of this proposal.

- We will keep you reasonably informed as to the progress and quality of the Work completed and report known deviations from the Contract Documents and defects and deficiencies observed in the Work, if any.
- Review and certify the amounts due the Contractors and issue certificates for payment in such amounts.
- Review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples.
- Review and respond to requests for information about the Contract Documents.
- Preparation of a maximum of two (2) Punch Lists.

**EXCLUSIONS:**

Services not set forth above are specifically excluded from the scope of our services and will be billed based on the attached Rate Schedule. Starck Architects assumes no responsibility to perform any services not specifically listed above. Additional scope items will not be undertaken without written consent and/or authorization. These items include, but are not limited to:

- Attendance at Planning, Zoning, Historic District Commission, Conservation Commission, or any other special meetings/hearings. This includes the preparation of any documentation required for said meetings or any variance requests.
- Environmental Consulting (i.e. Hazardous Materials) services.
- Selection and/or specification of furnishings, fixtures, finishes and equipment.
- Services related to cost saving redesign (i.e. Value Engineering).
- Services related to energy modeling, LEED design and certification.
- Services related to the preparation of "as-built" drawings/Close out documents or as-built conditions of any existing systems.
- Preparation and/or review of turnover packages.
- Acoustical engineering services.
- Building Commissioning Services.

**COMPENSATION:**

**REIMBURSABLE EXPENSES:**

Reimbursable expenses (i.e. travel, printing, express mail, faxes, etc.) are out-of-pocket expenses incurred by the Architect and the Architect's consultants during the Project. Such expenses will be invoiced to the client at 1.1 times the actual cost to the Architect.

**FIXED FEE BASIC SERVICES:**

Payments for Basic Services during each phase shall be as follows:

1. Programming / Conceptual Phase		N/A
2. Schematic Design	(+/- 10%) \$	98,678
3. Design Development	(+/- 35%) \$	345,373
4. Construction Documents	(+/- 40%) \$	394,712
5. Bidding Assistance	(+/- 5%) \$	49,339
6. <u>Construction Contract Administration</u>	(+/- 10%) \$	<u>98,678</u>
<b>Total Basic Services Fee</b>		<b>\$ 986,780</b>



#### OPTIONAL AQUATIC CENTER SCHEMATIC DESIGN FIXED FEE SERVICES:

- Prepare schematic architectural and engineering narratives (inclusive of any diagrams deemed appropriate by the Architect/Engineer) outlining the requirements for a possible Phase 2 project that will entail the development of a +/- 8,600 sf aquatic center that will include a 6 lane National Federation of State High School (NFHS) accredited pool and associated support spaces. These schematic documents will clarify any required modifications/increases to the proposed mechanical, electrical, plumbing and fire protection systems for the building described in the Basic Services portion of this proposal. This schematic work will be performed simultaneously with the Basic Services Schematic Design phase work noted above.
- Preparation of a Site Plan locating the Phase 2 aquatic center addition and the base building described in the Basic Services portion of this proposal and other required site improvements.
- Provide a third party generated Phase 2 Schematic Design Cost Estimate (herein referred to as a Phase 2 Cost Estimate).

**Total Optional Aquatic Center SD Study Fee** **\$ 38,780**

*Note: The above noted Optional Aquatic Center SD Study fee is limited to the services noted in the optional services description. At the conclusion of the Aquatic Center Schematic Design Study, should the City elect to proceed with the inclusion of an aquatic center, it is understood that the total basic services fee for the project will need to be re-negotiated.*

#### HOURLY FEE BASIC SERVICES:

We propose to provide the following services on a Labor and Expense (Hourly) Basis:

- Attendance at Building Committee Meetings. This includes any time or materials needed for said meetings.
- Pre-Referendum and Pre-Construction Meetings with the Owner/OPM.
- Time associated with the relocation of existing materials, furniture, fixtures and equipment from existing Owner facilities to the new facility.
- Any time required for reconciliation between the OPM's review of any cost estimates and our independent cost estimator will be invoiced per our hourly rates.

#### ADDITIONAL SERVICES

Additional services are services provided by the Architect that are not included as part of Basic Services. Additional Services must be authorized by the Client prior to the performance of those services.

Additional Services pertaining to services provided by the Architect will be invoiced in accordance with the Architect's standard hourly rates. Additional Services pertaining to services provided by the Architect's Consultants will be invoiced at a rate of 1.1 times the amounts invoiced to the Architect. Hourly rates for services of the Architect and the Architect's consultants are included in this Proposal. The Architect reserves the right to adjust the rates in accordance with their normal salary review practices.

If the services covered by this Proposal have not been completed within 24 (twenty-four) months of the date of the Owner/Architect Contract, through no fault of the Architect, services of the Architect or its Consultants provided beyond that time shall automatically be compensated as Additional Services. The Architect shall notify the Client, in writing, at the time of implementation of this provision of the Proposal.



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## HOURLY RATE SCHEDULE:

The following are the Architect's standard hourly rates:

<u>Architect</u>	
Principal	\$ 225.00/hour
Associate Principal	\$ 175.00/hour
Senior Associate	\$ 175.00/hour
Senior Project Manager	\$ 160.00/hour
Project Manager	\$ 150.00/hour
Project Architect	\$ 120.00/hour
Interior Designer	\$ 110.00/hour
Job Captain	\$ 100.00/hour
Architectural Designer	\$ 75.00/hour
Clerical/Admin	\$ 60.00/hour
<u>Structural Consultant</u>	
Principal	\$ 350.00/hour
Associate Principal	\$ 245.00/hour
Project Director	\$ 215.00/hour
Technical Director	\$ 215.00/hour
Project Manager	\$ 185.00/hour
Technical Manager	\$ 185.00/hour
Senior Engineer	\$ 175.00/hour
Senior Field Engineer	\$ 175.00/hour
Project Engineer	\$ 155.00/hour
<u>Mechanical/Electrical/Plumbing/Fire Protection Consultant</u>	
Principal	\$ 225.00/hour
Project Manager / Senior Engineer	\$ 175.00/hour
Engineer	\$ 125.00/hour
Designer	\$ 100.00/hour
Computer Tech	\$ 75.00/hour
Clerical	\$ 60.00/hour
<u>Code Consultant</u>	
Vice President	\$ 310.00/hour
Principal Fire Protection Engineer	\$ 210.00/hour
Sr. Fire Protection Engineer	\$ 190.00/hour
Fire Protection Engineer	\$ 175.00/hour
Consultant	\$ 145.00/hour
Associate	\$ 110.00/hour
<u>Civil Consultant</u>	
Engineer I	\$ 130.00/hour
Engineer II	\$ 155.00/hour
Project Engineer	\$ 175.00/hour
Senior Project Engineer	\$ 205.00/hour
Managing Engineer	\$ 225.00/hour
Principal / Officer	\$ 280.00/hour
Environmental Scientist / Planner	\$ 115.00/hour
Senior Environmental Scientist / Planner	\$ 130.00/hour
Managing Environmental Scientist / Planner	\$ 180.00/hour
Principal Scientist / Planner	\$ 185.00/hour
Senior Project Coordinator	\$ 150.00/hour
Senior Technical Consultant Advisor	\$ 225.00/hour
CADD Operator / Designer	\$ 100.00/hour
Senior CADD Operator / Designer	\$ 130.00/hour
Principal CADD Operator / Designer	\$ 160.00/hour
GIS Specialist	\$ 130.00/hour



Construction Observer	\$ 110.00/hour
Senior Construction Observer	\$ 130.00/hour
Principal Construction Observer	\$ 160.00/hour
Engineering Technician	\$ 90.00/hour
Senior Engineering Technician	\$ 105.00/hour
Clerical / Office Personnel	\$ 100.00/hour

**CLOSING:**

If acceptable, please sign and return a copy of this Proposal for our files. We will require a signed copy of this Proposal in order to schedule the work. We will prepare a standard AIA Owner and Architect agreement upon receiving a signed copy of this Proposal.

We sincerely appreciate the opportunity to work with you and we look forward to hearing from you soon.

Sincerely,

William Starck Architects, Inc.

David J. Andrade, R.A.  
Vice President

City of East Providence, Rhode Island:

\_\_\_\_\_  
By: Honorable Mayor Robert DaSilva

\_\_\_\_\_  
Date: