

MEMORANDUM

DATE: July 17, 2012

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Recreation Director Andrea Miller, Acting Public Works Director Scott Krawczuk, Building Director Harold Law

RE: Center 4 Life

RECOMMENDATIONS: Approve recommendations as listed below

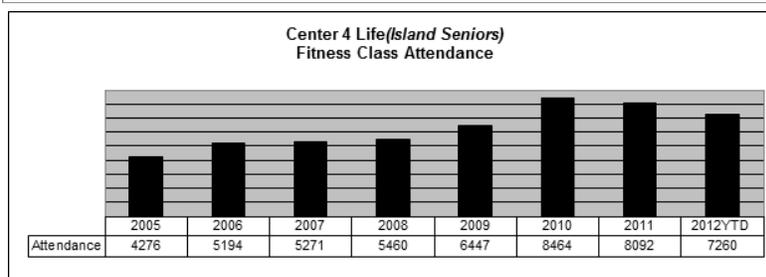
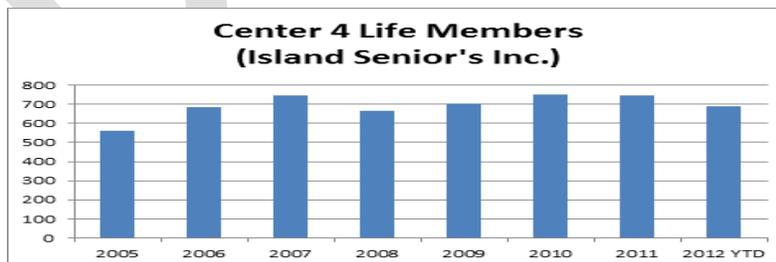
Background

In 1993 the City acquired the former library building at 2401 Library Way. This building is 5,080 square feet and currently houses the Center 4 Life (formerly known as the Senior Center) and the CHR Offices. The CHR offices currently occupy 735 square feet. Currently, the Center 4 Life parking lot has 46 regular parking spaces (8 in the front and 38 in the rear lot) and 3 handicapped parking spaces (1 in the front and 2 in the rear lot). Additionally, there are two bicycle racks that can accommodate a total of 13 bicycles.

The Center 4 Life is operated by the City of Sanibel Department of Recreation with additional financial support from the non-profit Island Seniors Inc. The Center 4 Life operating budget is \$158,797. Island Seniors Inc. was established on November 12, 1992 and contributes approximately \$20,000 annually. In the past, Island Senior Inc. has funded fitness equipment, computers, furniture, staff and underwriting of special events and trips at the Center 4 Life.

All ages are welcome at the Center 4 Life; however, the programming is specially designed to cater to the 50+ population. The programs encompass the three aspects of health: physical, social, mental/emotional well-being. Program offerings include fitness classes, potluck dinners, computer classes, card games, book clubs, speakers, health screenings and many other opportunities for socialization among the island's senior population.

As illustrated below, the attendance at the Center 4 Life peaked in 2010. Active membership remains over 700 persons.



Current Building Conditions

There are structural issues with the facility located at 2401 Library Way. The HVAC system and the roof have been patched and repaired beyond their useful lives, ADA accommodations need to be upgraded, and space allocation and parking need to be examined for maximum efficiency.

Space	Programming Purpose	Square Feet	Demand Exceeds Space (Peak Use Times)
Common Area / Lobby	n/a	790	n/a
Fitness Room	Multipurpose - Fitness Classes, Card Games, Potlucks, Special Events	1,325	January 1 – April 15 (Fire Capacity 74)
Computer Room	Computer Course Offerings, Bridge Lessons	295	January 1 – April 15
Multipurpose Room	Meetings, Card Games, Book Club, Movie Nights	385	January 1 – April 15
Center 4 Life Reception Area / Kitchen	Program Check-in, Payment Processing, "Hot Dog Grill", Coffee	500	January 1 – April 15
Men's Restroom	Restroom facility	75	n/a
Women's Restroom	Restroom facility	110	n/a
Handicap Restroom	Restroom facility	55	n/a
Staff Kitchen	Food storage & prep for events	70	n/a
Center4Life Admin Office	Office space	230	n/a
Island Seniors, Inc. Office	Office space	95	n/a
CHR Offices	CHR Office space	735	n/a
Library / Living Room Area	Open area for reading, socializing, etc	415	n/a
Parking Lot	Patron Parking	21,630	January 1 – April 15 8:00a – 1:00p

Issues

1. HVAC Repairs / Upgrades
2. Type of Roof (Replace Flat vs. New Trussed Hip Design)

REPLACE FLAT MEMBRANE STYLE ROOF		
No.	ADVANTAGES	DISADVANTAGES
1	Lower cost than installing new trussed roof. Approximately \$90,000 or 1/3 the cost of trussed roof based upon unbid quote.	Existing HVAC system is undersized. Does not allow for upgrades to HVAC System, Information Technology System, and other above ceiling utilities.
2	-	Above ceiling utility maintenance and access is very difficult.
3	-	History of water/rain leaks with this type of roofing system.
4	-	Relatively short lifespan of 10 to 15 years before replacement is required.

INSTALL NEW TRUSSED HIP STYLE ROOF		
No.	ADVANTAGES	DISADVANTAGES
1	Trussed roof provides attic space allowing for HVAC System, Information Technology System, and other above ceiling utility expansions.	Higher cost than replacing flat roof. Approximately \$275,000 including contingency based upon unbid quote.
2	Overhead Utility maintenance and access is easier due to new attic space.	-
3	Reduced chance of water/rain leaks in the future.	-
4	Longer lifespan of 15 to 20 years before replacement is required of standing seam metal roof portion only.	-
5	More attractive roof style.	-

*These roof replacement figures are based upon unbid quotes and more accurate numbers will be known once the project is bid.

3. Flood Issues (to date in the past 5 years we have spent \$7,162 in permitted building improvements; limited to ½ the appraised building value of \$737,000 (2009 insurance appraisal)
4. Architectural / Engineering Scope (Electrical, Structural, HVAC)
5. Final Tenants / Users (City & CHR)

Recommendations

1. Obtain an updated appraisal of the structure located at 2401 Library Way. Based on quotes, the approximate cost of obtaining an updated appraisal would be \$975.00.
2. Approve the Agreement (copy attached) for Center 4 Life Architectural Services with Bessolo Design Group, Inc. and authorize the City Manager to modify the scope and to execute the agreement.
3. At the completion of the Schematic Design Services phase of the architectural work, provide direction to staff regarding an alternate design for a replacement flat roof. In addition to the analysis above, staff will provide an estimated cost for the architect to perform the alternate roof design work.

CC: Planning Director Jim Jordan
Finance Director Sylvia Edwards
Seniors Program Coordinator Sandra McDougall

DRAFT

AGREEMENT FOR CENTER 4 LIFE
ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the CITY OF SANIBEL, a municipal corporation located in Lee County, Florida (hereinafter referred to as "CITY") and BESSOLO DESIGN GROUP, INC., a Florida Corporation (hereinafter referred to as "ARCHITECT"). (CITY and ARCHITECT may be referred to hereinafter individually as "party" and collectively as "parties").

WITNESSETH

WHEREAS, CITY is in need of architectural services in conjunction with improvements to its Center 4 Life Building, located at 2401 Library Way; and

WHEREAS, ARCHITECT has the capability to provide the required services;

NOW, THEREFORE, in consideration of the covenants set forth below and other good and valuable consideration, acknowledged by each party to have been received, ARCHITECT and CITY agree as follows:

SCOPE OF SERVICES

The ARCHITECT acknowledges that the following services are included in the scope of the work covered by this Agreement.

1. General services

- Structural analysis of the building to determine the viability to utilize the building structure for the project.
- Design of a new roofing system.
- Incorporate energy efficiency into the project design.
- Design of a new HVAC system.
- Develop options for utilization of interior space.
- Assist the CITY with the bidding process.
- Provide construction services including shop drawing review and monthly site visits to observe the work.
- Provide construction cost estimate.
- Meet with CITY, Island Seniors and Community Housing Resources to discuss options

2. Basic Services

- Architectural
- Interior Design - Furniture/Finishes
- Structural Engineering (in house)
- Mechanical and Plumbing Engineering (in house)
- Electrical Engineering (in house)

3. Predesign Services

- Define Written Program
- Develop Opinion of Probable Cost
- Develop Project Schedule
- Define Project Approvals/Permits
- Physical Needs Assessment Report and Site Visit for Existing Facility
- Attend Meetings with CITY Staff to Gather Information (total# = 1)
- Attend Meetings to Review Above (total# = 1)

4. Schematic Design Services

- Develop Concept Plans (2 revisions included)
- Site Plan
- Floor Plan(s)
- Front Elevation
- Develop Opinion of Probable Cost
- Update Project Schedule
- Attend Meetings to Review Above (1)
- Presentation at City Council Meeting (1)

5. Design Development Services

- Develop Preliminary Plans (2 revisions included)
- Prepare Building Systems Recommendations
- Site Plan
- Demolition Plan(s)
- Floor Plan(s)
- Reflected Ceiling Plan(s)
- Roof Plan
- Typical Unit Plans(s)
- Exterior Elevations
- Interior Elevations
- Building Code Review
- Incorporate Structural, Mechanical/Plumbing, Electrical Engineering Systems
- Room Finish Schedule - Generic / Door Schedule
- Update Opinion of Probable Cost
- Update Project Schedule
- Attend Meeting to Review Above (1)
- Presentation at City Council Meeting (1)

6. Construction Document Services

- Develop Working Drawings
- Develop Specifications
- Provide Structural, Mechanical/Plumbing, Electrical Engineering

- Provide Interior Design
- Provide Furniture floor plan
- Provide Furniture Specifications
- Provide Finish Selections in Detailed Schedule
- Provide Finish floor plan
- Provide Art Accessories, window treatment
- Provide Interior Signage
- Update Opinion of Probable Cost
- Update Project Schedule
- Attend Meeting to Review Above (1)
- Presentation at City Council Meeting (1)

7. Bidding services not included in Scope of Work

8. Construction Services

- Observe Construction through Site Visits
- ARCHITECT (total # = 1 /mo) Engineers (total# = TBD)
- Answer Owner/Contractor Questions
- Issue Clarifications w/ Drawings for Design as Necessary
- Review Shop Drawings
- Review Pay Requests
- Prepare Change Orders
- Prepare Punch list
- Issue Substantial Completion
- Prepare As-Built Drawing
- Closeout the Project

EVALUATION OF THE WORK

The ARCHITECT shall visit the site monthly, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits the ARCHITECT shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

CERTIFICATES FOR PAYMENT TO CONTRACTOR

The ARCHITECT shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The ARCHITECT's certification for payment shall constitute a representation to the Owner, based on the ARCHITECT's evaluation of the Work and on the data

comprising the Contractor's Application for Payment, that, to the best of the ARCHITECT's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the ARCHITECT.

SUBMITTALS

The ARCHITECT shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The ARCHITECT's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. In accordance with the ARCHITECT-approved submittal schedule, the ARCHITECT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The ARCHITECT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ARCHITECT, of any construction means, methods, techniques, sequences or procedures. The ARCHITECT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

CHANGES IN THE WORK

The ARCHITECT may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The ARCHITECT shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

PROJECT COMPLETION

The ARCHITECT shall conduct site observations to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

The ARCHITECT's site observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

When the Work is found to be substantially complete, the ARCHITECT shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

ADDITIONAL SERVICES

Additional services may be provided after execution of this Agreement, without invalidating the Agreement. Any additional services required for the project not included in the Scope of Services above need to be approved in writing by the CITY. The ARCHITECT shall be compensated for construction services and additional services at the following hourly rates:

ARCHITECTURE

President	\$ 200.00
Sr. Project Manager	\$ 150.00
Project Manager	\$ 135.00
Project ARCHITECT/Designer	\$ 120.00
Construction Observation	\$ 120.00
Sr. Job Captain	\$ 110.00
Job Captain	\$ 95.00
CADD Draftsperson	\$ 85.00
Administrative	\$ 55.00

ENGINEERING -MECHANICAL/ELECTRICAL/STRUCTURAL/CIVIL

Senior Engineer	\$150.00
Engineer	\$135.00
Designer	\$120.00
Construction Observation	\$120.00
CADD Draftsperson	\$ 85.00
Administrative	\$ 55.00

INTERIOR DESIGNER

Licensed Interior Designer	\$ 120.00
Designer	\$ 100.00
CADD Draftsperson	\$ 85.00
Administrative	\$ 55.00

Additional on-site (Sanibel) meeting \$ 950 (lump sum)

CITY'S RESPONSIBILITIES

The CITY shall furnish any information in its possession regarding the Center 4 Life building or the property it is located upon which would be reasonably required for ARCHITECT to perform its services as described in this Agreement. The CITY shall furnish surveys, existing plans, asbestos surveys and geotechnical engineering as required. The CITY'S construction budget is based on 50% of the existing structure's value.

TERM OF AGREEMENT

The term of this Agreement shall be from the date of execution to project closeout.

TERMINATION

Either party upon seven days written notice to the other may terminate this Agreement with or without cause. In the event of termination not the fault of the ARCHITECT, the ARCHITECT shall be compensated for services performed prior to termination, subject to the transmission of all work products to the CITY.

COMPENSATION

The CITY shall compensate the ARCHITECT for the above services as follows:

Predesign Services	= \$ 8,000	Schematic Design Services
	= 12,000	
Design Development Services	= 24,000	
Construction Document Services	= <u>36,000</u>	
DESIGN TOTAL	= \$ 80,000	

Construction Services at hourly rates above.
Reimbursable Expenses budget of \$7,595

The ARCHITECT will be paid in accordance with the CITY'S Prompt Payment Policy, Section 2-306 of the CITY'S Code of Ordinances.

SPECIAL TERMS AND CONDITIONS

The ARCHITECT'S total liability for any loss, claim or damage arising out of this Agreement shall be limited to the amounts on the Insurance Certificate attached as Exhibit A to this Agreement

SCOPE OF THE AGREEMENT

This Agreement and the Attachments incorporated herein contain the entire Agreement of the parties, and there are no binding promises or conditions between the parties in any other agreement whether oral or written.

This Agreement, and the rights and obligations of the CITY and the ARCHITECT hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this contract effective the date first written above.

Witnesses:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

CORPORATE SECRETARY ATTEST:

Signature

Printed Name

ATTEST:

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler, City Attorney

ARCHITECT:

BESSOLO DESIGN GROUP, INC.

BY _____
Kevin J. Bessolo, AIA, President

CITY OF SANIBEL:

BY _____
Judith A. Zimomra, City Manager

Date