



Town of Addison Athletic Club Master Plan

AGREEMENT FOR PROFESSIONAL SERVICES

1. Understanding of the Project:

1.1. This Agreement for Feasibility Study Services (“Agreement”) is made on June 13, 2014 between The Town of Addison, Texas (“Owner”) and Barker Rinker Seacat Architecture P.C. (“Architect”)

1.1.1 INTRODUCTION

The Town of Addison has selected the Architect to provide professional services to provide a building facility assessment and master plan for the Addison Athletic Club located at 3900 Beltway Drive. The Architect and its sub consultants are a qualified architecture/engineering team with a proven history of providing architecture, engineering, management and consulting services specifically involving planning and design of fitness, community recreation, wellness and municipal recreation facilities.

1.1.2 BACKGROUND

The Addison Athletic Club offers multifaceted fitness programs and offers a variety of fitness and recreation amenities.



The Addison Athletic Club was opened in 1987 with an expansion in 2003 that added additional workout space, stretching areas and outdoor seasonal pools. The interior space is approximately 55,000 square feet and includes an indoor lap pool, hot tub, locker rooms, four racquetball courts, gymnasium, indoor track, aerobic studio, conference room, multipurpose room, coffee service area and fitness area. There are over 100 pieces of cardio and weight equipment located throughout the building and fitness area. The outdoor seasonal pool area has two pools, bathrooms, showers, and shaded areas beneath the fitness area. Over 40 programs are offered on a regular basis to seniors, children/families, and adults. The facility sees up to 400 visitors on the busiest days and approximately 125,000 visits per year. Membership is open only to Addison residents and Town of Addison employees with 3,800 active members. There is a one-time \$10 membership fee to join, and memberships are renewed annually to keep the membership database current.

The Club not only serves the community as a fitness center, but also provides a community center atmosphere with senior activities and children’s camps. A children’s activity center is located on the first floor where members who want to work out or attend a fitness class can

drop off their kids for up to 2 hours. The multipurpose room is used for a children's summer camp and spring break camp, as well as, a meeting space for classroom activities and civic organization meetings. The conference room serves a dual purpose as a meeting space and a small library, which is overseen by a member library club. A small kitchen adjoins the conference room.

Parks and Recreation Department Action Plan - The selected firm/consultant will be expected to provide a master plan that will serve as a guideline for determining strategies to accommodate existing and future programs, prioritizing building improvements and construction budgeting, which will be implemented over the next three years beginning in 2014.

1.1.3 SCOPE OF WORK

1. Architect agrees to provide those services described below and in Attachment A. The Architect will provide a facility assessment/space needs analysis and usage plan including MEP analysis, and recommendations of any possible extended use of the existing physical plant chiller system.
2. Provide office space/front desk circulation analysis with the goal of improving member/staff interaction.
3. Identify options for improving storage.
4. Identify options for re-programming and future programming of existing spaces, including but not limited to, the racquetball courts, shade structures (outdoor pool area), coffee service area, gym (expansion to the southwest side of the building).
5. Develop concepts and renderings for remodeling of the men's and women's locker rooms, re-configuring existing office spaces/front desk check-in and increased fitness/wellness class space. This will also apply to the areas summarized under item 4.
6. Develop a prioritized list of future improvements based on established department goals and the 2014 Athletic Club member survey for the Town's Capital Improvement Program (CIP), including suggested timelines/phases.
7. Provide a budget to both project and construction costs to include "soft costs" such as fees, furniture, surveys, materials testing and contingencies.
8. Provide a strategy and budget for furniture replacement.
9. Provide a TAS review of the existing site and facility along with a budget of recommended upgrades.
10. Over the course of three months, facilitate four (4) workshops in Addison with AAC staff, members and City Council.

PROJECT TIMELINE

Task	Months	1	2	3
Concept Design				
Workshop 1: Tour facility with Addison Athletic Club				
Work Period 1: Conduct facility space needs analysis and TAS review				
Workshop 2: Present findings and alternative concepts with preliminary budget				
Work Period 2: Based on Addison staff comments, revise concept				
Workshop 3: Present refined concept and master plan and budgets				
Work Period 3: Complete architectural renderings and report				
Workshop 4: Present budgets and renderings				

1.1.4 CITY RESPONSIBILITIES

- Provide maps, GIS information and available data as needed.
- Make presentations to public, boards and City Council.
- Set up and coordinate meeting times and locations.
- Provide printed materials and copies for meetings as needed.

2. Services Not Included:

2.1. Services as described in this Section are not included in Scope of Services above. The services described below shall only be provided if requested in writing by the Owner and upon Owner approval of Architect submitted written proposal for Change Order.

2.2. The following services are not included:

- 2.2.1. Provide additional trips to Addison not described in Attachment 1. Should additional trips be required by the City such additional trips will be provided at the rate of \$1,850 per person per day, plus project-related expenses such as project related travel.
- 2.2.2. Additional tasks, products, reports, marketing materials or additional trips, meetings, or presentations beyond those specified in Scope of Services above. Examples include conducting an online Survey Monkey instrument, or providing an exhaustive or detailed program delineating specifications of each program element.
- 2.2.3. Provide services involving preparation or procurement of detailed architectural renderings; computer renderings or animations beyond those identified in Section 1.1.3.5 above.
- 2.2.4. Provide engineering services for data, telephone, security, or environmental controls.
- 2.2.5. Provide services for kitchen or special vendor spaces.
- 2.2.6. Provide services for preliminary zoning or building department submittals or reviews.
- 2.2.7. Provide full Architectural, Engineering and Construction Services. The Owner reserves the right to amend this agreement and extend the Architect's scope of professional services to include Schematic Design, Design Development, Construction Documents: create development of construction plans, specifications, and bid documents for the facility, Bidding/Negotiations: Assist with bid evaluation and contractor award, assist with providing and submitting all necessary permit applications and obtain necessary approvals, and Construction Administration: provide construction oversight and other construction management services as required. This contract extension of the Architect's services would be on mutually agreed upon terms, fees and reimbursable costs.

3. Compensation:

Architect shall be compensated for providing the Services in the amount as noted on Attachment A – Scope of Service and Professional Fees. Architect shall bill Owner on a monthly basis for all services provided by Architect to Owner for the preceding month, and all reimbursable expenses as provided.

4. Reimbursable Expenses:

Expenses shall be billed based on actual cost of such expenses x 1.1 and shall include printing and document reproduction, postage, overnight delivery or courier services, electronic communications, photographs, and travel expenses. All Expenses shall be billed by Architect to Owner in the monthly billing following the month in which the expense is incurred. All "Service in Addition" reimbursable expenses shall be billed by Architect to Owner in the monthly billing following the month in which the expense is incurred. The reimbursable expense estimate submitted has been created based upon current information available to the architect. The architect hereby requests that, in the event that air fares or other expenses change during the study period, the City reimburse the consultants for the modified project-related expenses.

5. Payment to Architect:

Promptly upon receipt of billing from Architect, the Owner shall pay to the Architect the amount of invoice for Architect's Services as described under Compensation. All amounts payable to Architect which are not paid on or before the Payment Date shall bear interest at the rate of one and one half percent (1.5%) per month commencing sixty (60) days after the date of billing. In the event that payment of the amount due is not made within sixty (60) days of the Payment Date, Architect shall have the right to cease all activity under this Agreement until payment in full is received.

6. Termination:

Either party to this Agreement may terminate this Agreement on not less than five (5) days written notice to the other; provided, however, Owner shall be obligated for payment to Architect for all Services rendered by Architect to Owner prior to the date of such termination and shall pay such amount to Architect within five (5) days of receipt of a final billing from Architect.

7. Third-Party Rights:

The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties 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. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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.

8. Attorney's Fees:

If any legal action or any other proceeding, including mediation, arbitration or an action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs of suit, in addition to any other relief to which the party may be entitled.

9. Ownership and Use of Services:

All plans, documents, drawings, models, specifications, reports and other tangible materials (collectively, "Documents") submitted by Architect to Owner as part of the Services are and shall remain the property of the Architect and the Owner, without regard as to whether the Project is finally executed or completed. Owner may not use the Documents for any other project or any extensions or modifications of the Project without the express written consent of the Architect. Owner shall not modify, alter or change any of the Documents without the express written consent of the Architect. Architect hereby consents to extensions or modifications provided the owner waives any claim against the Architect which arises as a result of the extensions or modifications.

10. Designated Representatives:

Owner shall designate an Owner's Representatives for all matters for the Owner under this Agreement and with respect to the Services to be performed by Architect for Owner. Owner's Representatives shall be available to Architect at all reasonable times for consultation with the Architect. Architect may conclusively rely on the decisions made by Owner's Representatives, including those which modify this Agreement after approval by the Town of Addison. The Owner designates Mr. Michael Kashuba, Town of Addison Parks Planner as the Owner's Representative.

Architect designates Steve Blackburn, Principal and Ken Berendt, Principal as Architect's Representative for all matters for the Architect under this Agreement and with respect to the Services

to be performed by Architect for Owner. Architect's Representatives shall be available to Owner at all reasonable times for consultation with Owner's Representatives. Owner may conclusively rely on the decisions made by Architect's Representatives, including those which modify this Agreement. Either party may change its Representative under this Agreement by giving written notice to the other party.

11. Attachments:

Attachment A1 – Project Schedule and Work Plan

12. Signatures:

**For the Architect:
Barker Rinker Seacat Architecture P.C.**



6/13/2014

Steve Blackburn, AIA, LEED AP, Principal

Date



6/13/2014

Ken Berendt, AIA, LEED AP, Principal

Date

**For the Owner:
Town of Addison, Texas**

Name and title

Date

Name and title

Date

Addison Athletic Club - Master Plan
Town of Addison, Texas

Attachment A: Scope of Services and Professional Fees

06.13.14

The following scope of services is proposed on a time and expenses (T&E) basis. The BRS Team shall provide The Town of Addison a facility assessment/space needs analysis and usage plan, MEP analysis and recommendations and TAS review and recommended upgrades.

	Arch. BRS	MEP	TAS	Estim.	Total Task
I. Project Kick-off & Initial Site Visit	\$ 3,920	\$ 1,200			\$ 5,120
II. Develop Space Needs Analysis, Office Space & Front Desk Analysis	\$ 3,670				\$ 3,670
III. Identify Options for improving Storage	\$ 1,550				\$ 1,550
IV. MEP Analysis and Recommendations	\$ 240	\$ 4,160			\$ 4,400
IV. Identify Programming Options	\$ 2,660				\$ 2,660
VI. Develop Plan Concepts and Renderings	\$ 4,640			\$ -	\$ 4,640
VII. Develop Budgets for Construction and Project Costs	\$ 1,180			\$ 2,500	\$ 3,680
VIII. Furniture Replacement Strategy & Budget	\$ 2,150			\$ -	\$ 2,150
IX. TAS Review and Upgrades			\$ 2,500	\$ -	\$ 2,500
SUB TOTAL	\$ 20,000	\$ 5,360	\$ 2,500	\$ 2,500	\$ 30,360
EXPENSES	\$ 3,554				\$ 3,554
MARK UP OF CONSULTANT SERVICES AND EXPENSES (X 1.1)					\$ 1,036
TOTAL SERVICES AND EXPENSES					\$ 34,950

ASSUMPTIONS:

- Construction estimates to be prepared by Eudacorp and reviewed by BRS.
- Does not include site survey or geotechnical investigations. Proposal available upon request.
- Does not include online Survey Monkey instrument. Proposal available upon request.
- Does not include Texas Franchise Tax (.00575) consultant is required to pay on professional services performed within the State of Texas.