# RESOLUTION NO. 29, 2025

# A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH APP ARCHITECTURE, INC. FOR PROFESSIONAL DESIGN SERVICES FOR THE MONTGOMERY SAFETY CENTER RENOVATION AND ADDITION PROJECT

WHEREAS, the City has recommended renovation work be completed to the Montgomery Safety Center ("Project"); and

WHEREAS, to most economically manage and efficiently design the Project scope and costs, the City advertised for qualified, professional design firms to submit a Statement of Qualifications to be considered for a contract to perform the required services as a part of a proposed Construction Manager-at-Risk delivery model; and

WHEREAS, multiple firms submitted responses which were reviewed by an Advisory Committee with the Administration; and

WHEREAS, App Architecture, Inc. submitted a Letter of Interest, which was reviewed and recommended for approval by the Advisory Committee; and

WHEREAS, the Administration has negotiated a Contract for such services and desires to enter into an appropriate Design Services Contract, in substance and form to the attached Scope of Services Letter dated June 26, 2025, to secure architectural and design services with App Architecture, Inc. in an amount not to exceed \$875,000 which would include Base Services, Reimbursable expenses and design alternatives.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Montgomery, Hamilton County, Ohio, that:

**SECTION 1.** The City Manager is authorized to enter into a Contract with App Architecture, Inc., consistent with the Scope of Services letter dated June 26, 2025, to

assist the City in providing professional architectural design and related professional services for the Montgomery Safety Center Renovation and Addition Project.

**SECTION 2.** The City Manager is authorized to pay App Architecture, Inc. according to its proposed schedule for professional services in an amount not to exceed \$875,000, which includes Base Services of \$810,850, Project Reimbursables and potential design alternatives as the Project design develops.

**SECTION 3.** The City Manager is authorized to execute such additional documentation as may be necessary to implement these professional design services.

**SECTION 4.** This Resolution shall be in full force and effect from and after its passage.

PASSED: August 6, 2025

ATTEST: Come W. Daylor Clark of Council

Connie M. Gaylor, Clerk of Council

Ronald G. Messer, Mayor

APPROVED AS TO FORM:

Terrence M. Donnellon, Law Director

June 2, 2025 June 20, 2025 Revised **June 26, 2025 Revised** 



615 Woodside Drive, Englewood, Ohio 45322 937.836.8898 937.832.3696

www.app-arch.com

Mr. Brian Riblet, City Manager City of Montgomery 10101 Montgomery Road Montgomery, OH 45242

Subject:

City of Montgomery Safety Center Renovation & Addition

Professional Design and Construction Administration Services

Dear Mr. Riblet:

We sincerely appreciate the opportunity to present this fee proposal for the renovation and addition to the City of Montgomery Safety Center located at 10150 Montgomery Road. The police and fire departments have conducted operations from the facility with only minor renovations since it was built in the mid-90s. As the needs of the community and departments are ever-changing, the facility is no longer able to meet demands. We are excited to be part of the team tasked with upgrading and modernizing the safety center to extend its life for many years to come.

App Architecture along with our consultants provide a comprehensive scope of services which include design through construction administration services for architecture, interior design, civil, landscape design, structural, electrical, mechanical and fire protection design. Design services are further outlined in the proposed B133-2019 AIA Agreement for Professional Design Services between App Architecture and the City of Montgomery. This proposal is based upon the Construction Manager as Constructor project delivery method using a Construction Manager at Risk (CMaR).

The project shall entail the evaluation of the existing site and structure, assess the current and future needs of the departments, and provide a responsive design. It is anticipated that the existing +/-17,300 sf building will be renovated completely on the interior with minor changes to the façade along with an 8-10,000 sf addition. The plan is for the building to remain in operation throughout construction which will require multiple phases. The budget for construction is estimated at \$10-10,5M.

The phases of development are as follows:

# **Programming and Concept Phase:**

- Conduct an in-person kick-off meeting with Police and Fire Department representatives to establish goals, create the Building Program and review the Building Criteria project characteristics to facilitate the Room Data Sheet development process.
- Perform a facility survey of the existing building to understand the operations and needs to be addressed within the renovated facility.
- Field measure existing conditions to develop a detailed set of existing building conditions including architecture, structure, plumbing, mechanical and electrical items. This documentation will include the use of a 3-D scanning camera.
- The Kleingers Group will provide a topographic/boundary survey of the existing site.
- Create Room Data Sheets for every new/renovated room or space and confirm requirements of the existing spaces to remain.
- Prepare preliminary concept sketch options of the proposed plan and site layout to test the fit the proposed addition and site modifications.
- Develop strategy for phasing the project and determining a path for maintaining operations, critical systems and discuss the possibility of temporarily relocating certain uses during construction.
- Participate in the Construction Manager at Risk (CMaR) selection process. This will include helping to develop the RFQ/RFP materials, attending an in-person interview session and virtual coordination meeting(s). This effort also includes time associated with reviewing

- proposals and analyzing pricing structures to assist The City of Montgomery in selecting the most qualified firm.
- Assist the City of Montgomery with procuring a third-party geotechnical engineering company for soil borings & geotechnical analysis to be performed at the site as well as provide soil boring locations based on the proposed location of the building addition and other site structures.
- Assist the City of Montgomery with procuring third party structural engineering peer review services for the tornado shelter design.
- Attend up to two community engagement / presentation meetings.

## **Schematic Design Phase:**

- Prepare a schematic floor plan layout to confirm the requirements for each room or space in the Program/Room Data Sheets can be accommodated in the plan.
- Conduct an in-person meeting to present the schematic design floor plan and site plan to the City of Montgomery and make any necessary adjustments. Conduct a follow-up meeting as required to refine the schematic design.
- Prepare up to three schematic exterior massing concepts of the building for discussion with the Client. It is understood that multiple iterations may be necessary to arrive at the final desired concept.
- Conduct an in-person meeting to present any adjustments to the building massing concepts.
- Conduct an in-person meeting to present the final schematic design concept to the City of Montgomery along with a three-dimensional image of the building's exterior.
- Prepare a Schematic Design pricing package suitable for the selected CMaR to develop their Schematic Design level opinion of probable cost for the entire project. Collaborate with the CMaR and owner team to develop cost reduction strategies if necessary.

#### **Design Development Phase:**

- Perform an Ohio Building Code analysis of the proposed design based on the 2024 Ohio Building Code requirements.
- Coordinate the work of our consultants (listed below).
- Prepare interior finish and color options for review with the Client.
- Create a Virtual Reality walk-through experience including all interior finishes, lighting, furniture and equipment. This session will occur at an appropriate location as determined by the Client during a normal business workday and be open for all participants as selected by the Client.
- Produce up to (10) still image interior renderings from the VR model and (2) renderings of the building exterior.
- Prepare a Design Development package of drawings and outline specifications for review and approval by the Owner and CMaR. A combination of in-person and virtual progress meetings will be held as needed to discuss specific aspects of the design with various entities such as IT, equipment needs, door hardware and security, etc.
- Coordinate zoning process and approvals with city staff.

## **Construction Documents Phase:**

- Prepare Construction Documents sufficient for building and zoning permit submission and competitive bidding by the CMaR.
- Virtual and/or in person progress meetings will be held as needed to discuss specific final details of the design with various entities such as IT, equipment needs, door hardware and security, etc.
- Coordinate the requirements for radio services and communications with the Police and Fire Departments. It is understood that The City of Montgomery will provide in-house design and specification consultation to assist our electrical engineering consultant (Nauman & Zelinski).
- Finalize interior finish and color selections.
- Assist the City of Montgomery with procuring a third-party testing company for construction testing and building code required special inspections.

- Assist the CMaR with the bidding process, answering bidding questions and issuing addenda and clarifications. Participate in the review and evaluation of received bids as necessary as the CMaR prepares a Guaranteed Maximum Price (GMP).
- Submit Construction Documents to the City of Montgomery for building and zoning permit review and address any questions related to this review.

#### **Construction Administration Phase:**

- Construction Administration Services during construction include bi-weekly site visits and job progress meetings, reviewing shop drawings, answering contractor questions, preparing field reports, photographing the progress of the work, and preparing punch lists covering the work of all trades. Thirty-six (36) site visits are included and will occur on a bi-weekly basis. The number of site visits is based upon a 18-20-month construction schedule based with (10-12) months for the construction of the new addition in Phase 1 and (8) months for the interior renovation as Phase 2. Additional site visits required due to unforeseen circumstances or requested by the City of Montgomery will be billed at an additional cost of \$650 per visit.
- Preparation of Record Drawings which will be delivered in PDF format once construction is completed.

# Fire Protection, Plumbing, Mechanical, and Electrical Scope of work (integrated within the phases above):

#### **Fire Protection**

- Building is currently protected by an automatic sprinkler system.
- Modify and extend existing system to serve new additions, and all renovated spaces.
- Note: NZ drawings will define area of work and scope of services for a sprinkler contractor. Final permit drawings shall be by the sprinkler contractor.
- Fire line to the building will be designed by the site civil engineer.

#### Plumbing

- Provide new domestic water service, note exterior site water design shall be by the Civil Engineer.
- · Provide new plumbing fixtures for new toilet rooms, shower rooms and clean up room.
- Provide new water distribution from new water service, and from new water heater.
- Sanitary systems design.

# Mechanical

- Remove and replace all HVAC systems through existing facility.
- Provide new central HVAC equipment, AHU's, Chiller, Boiler etc.
- Provide HVAC in new additions
- Provide new exhaust systems.

#### **Electrical**

- Provide new electrical service.
- Back feed existing service/panels as needed.
- Provide new emergency generator, sized to provide 100% emergency power.
- Provide new power distribution.
- Provide new lighting throughout.
- Provide data raceway and boxes only. Data cabling by others.
- Provide station altering raceway drawings. Vendor will provide necessary wiring and equipment drawings.
- Provide new fire alarm system throughout the existing and new additions.
- Coordinate with utility company for new building service and relocation of existing housing development service drop.
- Mechanical systems commissioning for the addition and renovation areas per ASHRAE 90.1-2019.
- Site lighting design.

#### **Assumptions & Exclusions:**

- It is assumed that construction will not exceed (4) phases (one (1) for the addition and (3) total phases in the existing facility.
- Fee does not include any design for existing housing development power, just coordination with the utility company.
- Fee does not include effort for design of temporary HVAC, Electric or Plumbing.

#### Preliminary project schedule:

Programming / Concept	2 months	Aug-Sep 2025
Schematic Design	2.5 months	Oct-Jan 2026
CMaR Cost Estimate / Owner Approval	1 month	Feb 2026
Development Design	3 months	Mar-May 2026
CMaR Cost Estimate / Owner Approval	1 month	Jun 2026
Construction Documents CMaR Bidding / Owner Approval Construction Administration	3.5 months 1.5 months 18-20 months	Jul-Oct 2026 Nov-Dec 2026 Jan 2027 to Jul/Sep 2028

#### Proposed fees:

Lump Sum Design Fee:		
Programming / Concept Design	n	\$21,850
Site Investigation		\$44,020
Schematic Design		\$112,112
Design Development		\$186,692
<b>Construction Documents</b>		\$239,950
Bidding		\$22,286
<b>Construction Administration</b>		\$168,031
Close Out		\$7,809
	Total:	\$810,850

#### Additional Cost Items (Not included in base fee):

#### Renewable Energy Study

Site and building study to evaluate potential for incorporating renewable energy sources into the existing site and/or in the new construction. \$ 4,400\* (\* Accepting renewable energy concepts from the study may impact base fee design services.)

#### Elimination of retention pond / added surface parking

Engineering of underground detention and design of new surface parking area on North side of the building. \$ 23,800

# Pre-Engineered canopy at cruiser parking

Develop design intent details for free standing pre-engineered canopy structure to accommodate 24 to 36 automobiles. \$ 20,000

#### Furniture Design

Provide interior design assistance and recommendations for furniture selection and procurement, which includes developing a specification list and bidding set to procure furniture through a multiple vendor bidding process. \$ 16,000

Please note that the budget for construction estimate does not include costs for renewable energy, roadway improvements, underground retention, pre-engineered canopy or furniture.

Additional engineering services required for the project but not included in the base fee above. Per the provisions of the 2024 Ohio Building Code, these services shall be provided by the City of Montgomery:

- 1. Soil testing, concrete and structural steel testing and special inspections
- 2. Third party Structural Peer Review services for the Tornado Shelter (We strongly recommend Schultz Squared for this service).

Reimbursable expenses and approved additional services will be invoiced as follows:

Principals, Professional and Technical

Standard Hourly Rates

Outside Consultants

As Invoiced to this firm x 1.05

Reimbursables (such as printing and plan review fees)

As Invoiced to this firm x 1.05

An estimated reimbursable expense allowance for budgeting purposes is \$8,300 and is not included in the Lump Sum Design Fee above.

#### Proposed project team:

City of Montgomery

Police & Fire Divisions

City of Montgomery

App Architecture

Nauman & Zelinski, LLC

Jezerinac Geers

The Kleingers Group

BC+E Engineering EnerZ, LLC

Owner and User Group

Technology Design

Architecture, Interior Design and Construction Administration

Mechanical, Electrical, Fire Prot. & Plumbing Design

Structural Engineering

Civil Engineering, Landscape Design & Surveying

Building Commissioning

Renewable Energy Consultant

We maintain professional liability insurance, and hereby add the following: "To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for Client damages to the Design Professional's total fee for services. This limitation shall apply regardless of the cause of action or legal theory asserted."

Thank you again for this opportunity to serve the City of Montgomery. Please contact us if you have any questions or need additional information.

Very truly yours,

Timothy J. Bement

Principal

Attachments

Certificates of Liability Insurance