

July 15, 2004

Dear Members of Council:

On July 9, 2004, the Justice Center Committee made a presentation to the joint committees of Lands, Parks and Buildings and Finance. During that meeting there were several unanswered questions that the committee agreed to review and answer. The Committee would like to address the concerns of council and the public and this letter contains the answers to those questions.

Councilman Vukovic raised some legitimate concerns and questions about the architect's contract. The concerns seemed to fall into five general categories. First, the concern was raised about the numerous services listed as excluded under the contract. Councilman Vukovic wanted to know how these items were going to be addressed if the items were not covered under the contract. Secondly, the issue of liability insurance was raised and there was a concern that the city was going to be asked to pay for the architect's liability policy. Third, there were concerns raised about the ability to use the geotechnical studies from the previous project. Fourth, a question was raised about the cost of the building and whether or not the contract set out a fixed price. Finally, questions were asked about the 42 days of inspection services and the payment of travel time for the out of state architects.

1. **EXCLUDED SERVICES.** Page 25 of the contract contains an exhaustive list of services that may or may not be needed for this contract. The list of services numbered 1 through 22 are services that may be required in a contract but they are not necessarily services that are needed for this particular contract. These services are listed in every standard architectural contract. The services numbered 23 through 28 are known to be needed additional services specific to this project.

Of the items not covered by the architect, some are simply not needed. This project does not involve an existing facility (5), because of the previously conducted geotechnical studies, it is known that environmental studies are not needed (8), schedule development and monitoring will be provided by the contractor (10), the bidding will be done through standard practices so no special bidding services are needed (14), this is standard construction so no value analysis will be needed (15), the project will not need full-time on-site representation by the architect (something customarily seen only in much larger projects involving multiple buildings) (17), construction management is not needed because this is not a large project (customarily seen on much larger projects \$20million or more) (18), start-up assistance is also not needed because the contractor will provide it if needed (19), post-contract evaluation is also not a part of the customary architectural service and is not needed (21), and finally, tenant-related services do not apply as that refers to properties to be leased (22).

Some services have already been completed and do not need to be redone. The size and space needs – programming - has already been studied multiple times (1), land survey studies have already been completed (2), space designs and diagrams have already been

completed (4), council has extensively studied how this building will be paid for so additional study is not needed (6), council has already selected the site so no further analysis is needed (7), and the city will provide the architects with the data in its possession so no additional coordination is needed (9).

Some items the city will be required to provide but the Court has made provisions to cover those costs through other funds or additional user fees, above and beyond the committed \$541,000, that will accumulate over the next few months before bonds are taken out and other payment obligations begin.

The items listed in Exhibit A will be paid for as follows:
(The amount listed is the estimated cost from the architect)

**1 - Design of Courtroom Audio, Video and Electronic Recording Systems.
(included in estimate for the Design of Video Arraignment)**

The Court will use its current audio and recording system for the new courtroom. Another recording system will be purchased from our current vendor for the second courtroom. Both the new purchase and installation and moving the current system will be done by our current vendor and will be paid for out of the Courts Computer/Technology fund, not by the city or other user fees.

**2 – Design of Video Arraignment System
(\$4,000.00)**

Because of the move of the Washington County Jail, the Court, City and County have already purchased new equipment for video arraignment. This is a wireless system. This will be moved to the new facility by the vendor with help from Eric Skomra, Director of Information Systems for the City of Marietta. Payment will be made from the Courts Computer/Technology Fund and not paid for by the city or other user fees.

**3 – Design of Structured Premises Cabling System for Data and Communications
(\$4,000.00)**

Our current computer vendor for the Courts system will work with the architect with regard to cabling of the computer system. Our current phone vendor will also work with the architect with regard to the phone system. Networking will be done by our current vendor along with Eric Skomra, Director of Information Systems, City of Marietta. Again, this will be paid for out of the Courts Computer/Technology Fund and not paid for by the city or other user fees.

**4 – Design and Space Planning For Furnishings
(\$4,000.00)**

The Court intends to hire this locally. It will be paid out of the Capital Improvement Funds which will accumulate between the time of contract and beginning actual payments of the bond.

**5. – Signage Design
(\$2,500.00)**

This will be done by the City of Marietta

**6 – Interior Design
(\$15,000.00)**

The Court intends to hire this locally at less cost. It will be paid out of the Capital Improvement Funds which will accumulate between the time of contract and beginning actual payments of the bond.

**7 – Construction Cost Estimator
(\$8,000.00)**

The Court intends to hire this locally as well. It will also be paid out of the Capital Improvement Funds which will accumulate between the time of contract and beginning actual payments of the bond.

The total estimated expenses totaled \$37,500.00.

2. INSURANCE LIABILITY – INCLUDING ARCHITECT IN BUILDER’S RISK.
The city will be maintaining builder’s risk liability insurance during the construction of this project. Although the inclusion of the architect as an insured is part of their normal package, the architect has indicated that this may be deleted if council so desires.

3. GEOTECHNICAL STUDIES – We have verified with the former city engineer and the architect that the previous geotechnical studies will be valid for this project. As explained to us, it took hundreds of years to create the sub-surface and it isn’t going to change over the course of four years. It was pointed out that, depending upon the final design, some updating of the geotechnical studies may be required and if so, the cost should be in the neighborhood of \$1,000 to \$2,000. As stated previously, the Court will

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cover this cost, if needed, out of the Capital Improvement Funds which will accumulate between the time of contract and beginning actual payments of the bond.

4. BUILDING COST LIMIT – A closer review of the contract reveals that on page 2, the contract does require the architects to design a building that will cost the projected \$3.2 million dollars.

5. TRAVEL TIME AND INSPECTIONS – Inspection services will be provided by the part of the architectural team located in Marietta. Therefore, no real travel time will be part of the 42 days of inspection services. The part of the architectural team from out of state will be covered for travel and costs when coming to the area for needed meetings, public hearings, and other required appearances. Those have been estimated and are included in the architect allowances provision.

In conclusion, we hope that all of the concerns raised by council and others regarding this contract have been answered. There are no hidden costs and the Court is clear and unequivocal that the city will not be asked to contribute more than the proposed amount.

The Justice Center Committee remains committed to this project. We will continue to assist the city whenever possible to promote the many future opportunities for the citizens to work on this project.

Very truly yours,

Robin A. Bozian
On behalf of
The Justice Center Committee