



# CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan 49546-7140

**Date:** September 25, 2019  
**To:** Supervisor Beahan & Cascade Township Board  
**From:** Benjamin Swayze, Township Manager  
**Subject:** Cascade Charter Township Buildings and Services Study

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## **FACTS:**

Earlier this year the Township Board accepted the first phase of the Township Facilities Study, which identified and prioritized the facility needs of the Township. The top priority was Fire Station #1. In summary of the issues and recommendations identified by Progressive AE:

**Recommendation #1** – Fire Station #1 needs additional building area to provide a safe environment for firefighters, internal operations and the community.

## Issues

- The department has outgrown a facility that currently does not meet certain building codes
- A safe separation does not exist between the visitor entry and the internal operation area of the fire station
- Vehicular and pedestrian traffic on the site creates conflict and is not safe.
- Fire staff living quarters are undersized and create concerns about safe separation between genders and circulation through the space during emergencies.
- Vehicle apparatus bays are too low for the trucks and equipment and don't accommodate all equipment, requiring extra time to keep outdoor vehicles clear and ready for emergency response.
- Mechanical systems and building envelope are not adequate.

## Opportunities

- Relocate the Fire Station to an alternate location between I-96 and the Thornapple River. This would maintain the station's current coverage area but provide the opportunity to increase visibility and access.
- Relocate the connected Township Hall to provide space for the Fire Station to grow appropriately on the current site. This would make use of the property and potentially the building shell the Township already owns, but this location is not as visible to the community from major roadways.

In addition to the recommendations from Progressive AE as a result of their comprehensive study, staff identified the next steps that should be explored for each recommendation. Next steps that were recommended included:

## Recommended Next Steps

- Identify potential sites for Station #1
  - Can be done utilizing internal resources

- Conduct a cost benefit analysis on a minimum of 3 potential sites
- Create a schematic design & cost estimate for a new Station #1
  - Architecture firm selected through an RFP
  - Basic layout and estimate of ALL costs on 3 selected sites

At the recommendation of the Public Safety Advisory Committee, the township staff have requested a proposal from Progressive AE to lead us through the next phase of the Facility Study process for Station #1. While Progressive AE will lead the process, the proposal requires them to write and issue an RFP to bring on a subject matter expert for the building programming, staff interviews, planning, technology and cost estimation portion of the study

Attached for your review is:

- Proposal from Progressive AE for Facilities Study Phase 2; Fire Station #1  
Proposal for Professional Architectural Services
- Final Cascade Charter Township Buildings and Services Study

### **ANALYSIS & CONCLUSIONS:**

It was clear from the first phase of the Cascade Township Facilities Study that Fire Station #1 should be the top priority of the Township Board. Engaging Progressive AE to lead this study will allow the Township Board to answer the remaining questions before a decision can be made, including the most advantageous location for the station and subsequent cost estimate.

The study will require Progressive AE to study three properties within the Township that have the potential size and location to support a new fire station (one of which will be the current location). The project suitability/feasibility categories will include location analysis with Chief Magers, along with site acquisition, property development and building construction costs.

As requested by staff, and subsequently recommended by the Public Safety Advisory Committee, Progressive AE will bring on a subject matter expert for the building programming, staff interviews, planning, technology and cost estimation portion of the study. Progressive AE will be responsible for the work of the consultant, as well as Project management, site planning, public engagement and report production. The study will culminate in three options for the Township Board to consider for a new Fire Station #1.

The Public Safety Advisory Committee has recommended the Township Board approve the Facilities Study Phase 2: Fire Station #1 Proposal for Professional Architectural Services from Progressive AE.

### **FINANCIAL CONSIDERATIONS:**

The proposal from Progressive AE at a cost of \$27,150. As the work focuses solely on Fire Station #1, the funding for this study will come from the Fire Department Fund. A budget amendment will be needed to fund the study, as this was not included in the FY2019 budget.

### **RECOMMENDED ACTION:**

To approve Facilities Study Phase 2: Fire Station #1 Proposal for Professional Architectural Services from Progressive AE.



August 21, 2019

Cascade Charter Township  
Ben Swayze, Township Manager  
2865 Thornhills Avenue SE  
Grand Rapids, MI 49546-7192

Re: Facilities Study Phase 2: Fire Station #1 Proposal for Professional Architectural Services

Dear Ben:

Progressive AE is pleased to continue our relationship with you and the Township. Following is our understanding of the project, our scope of services, proposed schedule and compensation for your consideration.

**UNDERSTANDING OF PROJECT**

On behalf of Cascade Charter Township, Progressive AE will be soliciting and retaining the services of a professional fire station programming and technology consultant. We will write an RFP and issue it to qualified consultants for receiving competitive fee proposals, which we will organize and review with Township staff for presenting a recommendation to the Township Board.

Following consultant on-boarding, the project, as we understand it, will be focused on the feasibility and conceptual design of a new fire station, which will ultimately replace fire station #1 located at 2865 Thornhills Avenue SE. Together with Township Staff we will study three properties within the Township that have the potential size and location to support a new fire station. One of the three subject properties will be the current fire station property on Thornhills Avenue. The project suitability/feasibility categories will include location analysis with Chief Magers, along with site acquisition, property development and building construction costs. Site and building designs will be created at a conceptual level for each property to support opinions of probable costs.

**SCOPE OF BASIC SERVICES**

Based upon the above project understanding, we will provide the following scope of services:

1. Project management (*Progressive AE*)
2. Site planning (*Progressive AE*)
3. Building programming, staff interviews, planning and technology (*Consultant*)
4. Cost estimation (*Consultant*)
5. Public engagement (*Progressive AE*)
6. Report production (*Progressive AE*)

**WORK PLAN AND SCHEDULE**

The following meeting and work schedule is proposed:

<b>Week</b>	<b>Event</b>	<b>Purpose</b>
8/28		Board meeting review
9/11		Board meeting for approval to proceed
9/16	<b>Meeting 1</b>	Project kickoff at Township
9/23		Consultant RFP issuance
9/30		Subject properties due diligence
10/7	<b>Meeting 2</b>	Work session at Progressive AE
		RFP response review, GoTo video interview and selection
10/21	<b>Meeting 3</b>	Site Visits: tour (3) subject properties

<b>Week</b>	<b>Event</b>	<b>Purpose</b>
10/22		Site layout and building planning work session at Progressive AE
10/28		Building planning and conceptual design session
11/4		Opinion of probable cost
11/11	<b>Meeting 4</b>	Work session at Progressive AE: design review and public session prep
11/18	<b>Meeting 5</b>	Public input session
11/25		Public and staff feedback integration
12/9		Report synthesis and production
12/16		Report delivery
12/23	<b>Meeting 6</b>	Board presentation

**PROFESSIONAL COMPENSATION**

Based upon the above identified scope of services, Progressive AE proposes to provide the work as delineated above for a stipulated sum of \$27,150 (twenty-seven thousand one hundred fifty dollars). Reimbursable expenses are in addition to the professional compensation, estimated at \$900 (nine hundred dollars) and will be invoiced according to the attached Schedule of Invoice Rates

The terms of this proposal defining project understanding, scope, schedule, clarifications and professional compensation are incorporated into the Standard Agreement Provisions for Professional Services which are attached. The terms and conditions as identified in the Standard Agreement Provisions will be valid unless superseded by an AIA Standard Form of Agreement.

Progressive AE has prepared this proposal for Cascade Charter Township and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule.

Sincerely,



08/21/2019 01:35:58 pm

James F. Horman, AIA  
Principal

Accepted By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Cascade Charter Township

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**Standard Agreement Provisions**  
**Architectural Services**

The parties to this agreement, Progressive AE, Grand Rapids, Michigan, USA, hereinafter called the ARCHITECT and Cascade Charter Township, Grand Rapids, Michigan, USA, hereinafter called the OWNER, hereby agree to the following conditions:

1. Limit of Scope: The services provided by the ARCHITECT shall be limited to those described in the proposal dated August 21, 2019. The parties agree that the terms of the proposal are incorporated herein by reference, and are part of this agreement as if fully set forth herein. If any terms set forth in the proposal are expressly in conflict with the terms hereof, the terms of the proposal shall govern.
2. Changed Conditions: If, during the term of this Agreement, the ARCHITECT becomes aware of any circumstances or conditions that were not originally contemplated by or known to the ARCHITECT, then to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ARCHITECT may call for re-negotiation of appropriate portions of the Agreement. The ARCHITECT shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ARCHITECT and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
3. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt. If services covered by this agreement have not been completed within three months of the date of this agreement, through no fault of the ARCHITECT, extension of the ARCHITECT'S services beyond that time shall be compensated as additional services.
4. Standard of Care: Professional Services provided by the ARCHITECT will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed architects and engineers practicing in the State of Michigan. The OWNER and ARCHITECT agree that a contingency in the amount of three percent (3%) of the cost of the work be established, as required, for changes that may be required because of possible omissions, ambiguities, or inconsistencies in plans and specifications.
5. Hazardous Materials: The ARCHITECT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
6. Condominium Conversion: If the ARCHITECT's services and Construction Documents are intended for the design and construction of residential rental units, they shall be under the ownership and control of a single, integrated OWNER. In the event the Project is changed to any other purpose or use, including, but not limited to, subdivision into individual units for sale, the ARCHITECT shall have no responsibility, and shall be released from all obligations and liabilities for the Project, and each and every right, license and/or ownership interest of the OWNER of the Construction Documents shall be void. The OWNER shall be expressly prohibited from making any further use of the Construction Documents for any purpose, including, but not limited to, the conversion of the Project to another purpose. Further, the OWNER agrees, to the fullest extent permitted by law, to indemnify, immediately defend, and hold harmless the ARCHITECT, its officers, directors, employees and subconsultants (collectively, ARCHITECT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the services performed under this Agreement.

7. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the ARCHITECT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the ARCHITECT's opinions of probable construction costs are made on the basis of the ARCHITECT's professional judgment and experience. The ARCHITECT makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the ARCHITECT's opinion of probable construction cost.
8. Schedule for Rendering Services: The ARCHITECT shall prepare and submit for OWNER approval a schedule for the performance of the ARCHITECT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the ARCHITECT's reasonable control.
9. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the ARCHITECT in the course of and for the purpose of meeting this contract are the property of the ARCHITECT, shall remain in the possession of the ARCHITECT and the ARCHITECT has and retains all copyrights in such material. Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instrument of Service solely for the purposes of constructing, using and maintaining the Project provided that the Owner shall comply with all obligations including the prompt payment of all sums when due, under this Agreement.
10. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the ARCHITECT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ARCHITECT in CAD form. Release of electronic media will be by execution of the Architect's Release of Electronic Media Request Form. Copies shall be for information and used by the OWNER for the specific purpose for which the ARCHITECT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ARCHITECT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ARCHITECT harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of all Project documentation.
11. Payment Terms: Invoices will be submitted by the ARCHITECT monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date.
12. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ARCHITECT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid

by the OWNER on all disputed invoice amounts that are subsequently resolved in the ARCHITECT's favor and shall be calculated on the unpaid balance from the due date of the invoice.

13. Abandonment of Work: If any work is abandoned or suspended, the ARCHITECT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
14. Professional Liability Insurance and Limitation of Liability: The ARCHITECT maintains professional liability insurance as part of its normal business practice. The OWNER agrees to limit the ARCHITECT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ARCHITECT's negligent acts, errors, or omissions, such that the total aggregate liability of the ARCHITECT to all those named shall not exceed the amount of the ARCHITECT's compensation for the Project.
15. Indemnification: Subject to the limitation in paragraph 13 above, the ARCHITECT agrees to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the ARCHITECT in the performance of professional services under this Agreement, to the extent that the ARCHITECT is responsible for such damages, liabilities and costs. The ARCHITECT shall not be obligated to indemnify the OWNER for the OWNER's own negligence.
16. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ARCHITECT, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the ARCHITECT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
17. Dispute Resolution: In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to

arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

18. Hiring of Personnel: OWNER may not directly hire any employee of the ARCHITECT. OWNER agrees that it shall not, directly or indirectly solicit any employee of the ARCHITECT from accepting employment with OWNER, affiliate companies, or competitors of ARCHITECT.
19. Site Signage: The ARCHITECT shall be permitted to install on the project premises an exterior sign of not more than 60 square feet for promotional purposes. The location of the sign shall be mutually agreed upon by OWNER and ARCHITECT, not to be unreasonably withheld by either.
20. Means and Methods: The ARCHITECT shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the ARCHITECT be responsible for the constructors failure to perform work in accordance with the contract documents.
21. Evaluation of Work: The ARCHITECT shall have authority to reject work that does not conform to the contract documents, however, the ARCHITECT does not have authority to stop work at any time.
22. Buried Utilities: The OWNER will be responsible for furnishing the ARCHITECT information identifying the type of all underground utilities and verifying their specific locations. The ARCHITECT (or their subconsultant) will rely on this information and prepare a plan that shows the locations intended for connections with respect to assumed locations of underground utilities provided by the OWNER. The OWNER will approve of all locations of subsurface penetrations prior to them being made. The OWNER agrees to waive all claims and causes of action against the ARCHITECT for damages to underground improvements. The OWNER further agrees to indemnify and hold the ARCHITECT harmless from any damage, liability or cost, including reasonable attorney's fees and defense costs for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations.
23. ADA Requirements: The ARCHITECT shall make a reasonable professional effort to interpret applicable ADA requirements as they apply to this project but cannot warrant or guaranty compliance due to the fact it is civil rights legislation and open to many different interpretations.



## Schedule of Invoice Rates - 2019

### Hourly Staff Charges

Class 9 Personnel:	Principals	\$215/hour
Class 8 Personnel:	Principals and Senior Project Managers	\$185/hour
Class 7 Personnel:	Senior Project Managers, Architects, Engineers, Landscape Architects, Senior Interior Designers, Environmental Analysts and Construction Administrators	\$150/hour
Class 6 Personnel:	Senior Project Managers, Architects, Engineers, Landscape Architects, Senior Interior Designers, Environmental Analysts and Construction Administrators	\$125/hour
Class 5 Personnel:	Project Managers, Architects, Engineers, Landscape Architects, Environmental Analysts, Construction Administrators, Designers, Interior Designers and Surveyors	\$110/hour
Class 4 Personnel:	Project Managers, Intermediate Architects, Engineers, Designers, Interior Designers, Landscape Architects, Environmental Analysts, Construction Administrators and Surveyors	\$95/hour
Class 3 Personnel:	Graduate Architects, Engineers, Designers, Interior Designers, Environmental Analysts, Construction Administrators, Technicians, Project Assistants and Surveyors	\$80/hour
Class 2 Personnel:	Technicians, Interior Designers, Project Assistants, Graduate Architects and Surveyors	\$65/hour
Class 1 Personnel:	Project Assistants and Technicians	\$50/hour

### Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 15¢ per square foot; CAD color plotting at 25¢ per square foot; CAD low density color images at 30¢ each; CAD high density color images at 50¢ each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 58¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

#### Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at higher rate.
3. Hourly staff charges and expenses subject to change annually.

STD RATE

April 10, 2019