

**RESOLUTION 70 -2007**  
**CITY OF READING CITY COUNCIL**

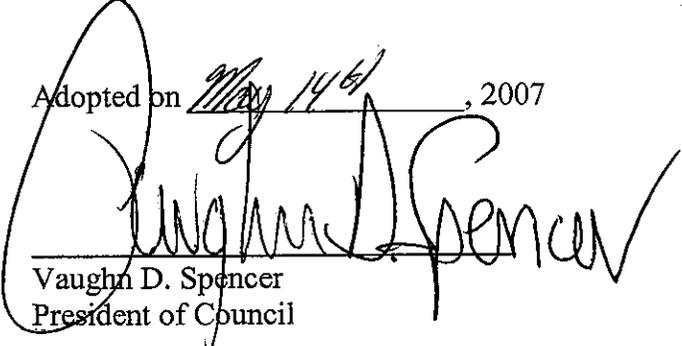
WHEREAS, the Pennsylvania Capital Facilities Debt Enabling Act authorizes funding for eligible economic development capital projects through the Redevelopment Assistance Capital Program ("RACP"); and

WHEREAS, the City of Reading has identified the acquisition and redevelopment of the Upland Center on the campus of Alvernia College as a project eligible for such assistance (the "Project"); and

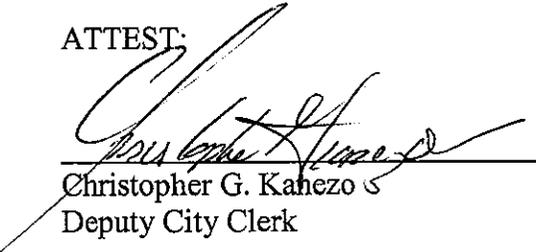
WHEREAS, the Project will provide employment opportunities, promote economic development in the City of Reading and have a regional, multi-jurisdictional impact through the enhancement of Alvernia College's campus.

NOW THEREFORE BE IT RESOLVED, that the Mayor is authorized to file an application for RACP funds in the amount of \$500,000.00 for the Alvernia College. The Mayor is further authorized to execute any and all necessary documents as required by the Commonwealth of Pennsylvania.

Adopted on May 14<sup>th</sup>, 2007

  
Vaughn D. Spencer  
President of Council

ATTEST:

  
Christopher G. Kanezo  
Deputy City Clerk

**COOPERATIVE ECONOMIC REDEVELOPMENT AGREEMENT**

THIS AGREEMENT, made this 24<sup>th</sup> day of May, 2007, by and between the CITY OF READING (referred to as "City"), a Pennsylvania municipal corporation with its main office at 815 Washington St., Reading, PA 19601, and ALVERNIA COLLEGE (referred to as "Alvernia"), a Pennsylvania non-profit corporation with its main office at 400 Saint Bernardine Street, Reading, PA 19607-1799.

**BACKGROUND**

A. The City has expressed its desire to facilitate the acquisition and redevelopment of the Maier Building (Upland Center) on the campus of Alvernia, 400 Saint Bernardine Street, Reading, Berks County, Pennsylvania (referred to as "Project").

B. The City has passed Resolution 20-2007, a copy of which is attached hereto as Exhibit "A", authorizing the Mayor of the City to obtain various funding for said Project and also authorizing him to execute all necessary documents and agreements to complete said Project.

C. In accordance with its Bylaws, Alvernia's Executive Committee has passed a Resolution authorizing Alvernia to apply, through the City, for a RACP grant and also authorizing the Vice President of Alvernia to execute all necessary documents and agreements to complete the project. A copy of said Resolution is attached hereto and incorporated herein as Exhibit "B."

D. The Project will provide employment opportunities in the City, promote economic development in the City and have a regional, multi-jurisdictional impact through the advancement of Alvernia's campus.

E. The City through its Mayor has specifically applied for a RACP grant in the amount of Five Hundred Thousand Dollars (\$500,000) for the Project with Alvernia as subgrantee.

F. The City has executed a RACP Grant Agreement for the Project (Contract No. ME \_\_\_\_\_) (referred to as "Grant Agreement"), a copy of which is attached hereto as Exhibit "C".

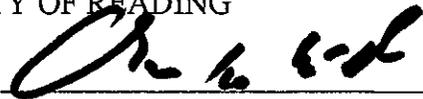
G. The Grant Agreement requires the City and Alvernia to enter into a Cooperative Economic Redevelopment Agreement.

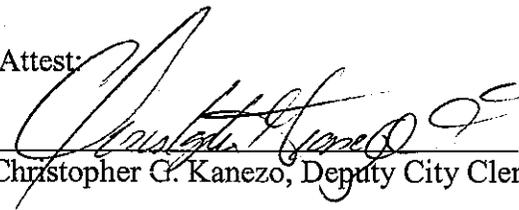
NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, the parties agree as follows:

1. The Background Clauses set forth above are incorporated herein by reference.
2. The City and Alvernia shall use their best efforts to achieve completion of the Project, execute any necessary documents related thereto and shall comply with any and all RACP terms and conditions of the Grant Agreement and the Redevelopment Assistance Program.
3. This Agreement shall not be recorded by either party.

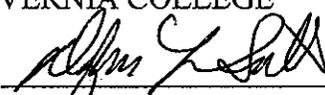
IN WITNESS WHEREOF, the parties intending to be legally bound hereby set their hands and seals on the day and year first above written.

CITY OF READING

By:   
Thomas M. McMahon, Mayor

Attest:   
Christopher G. Kanezo, Deputy City Clerk

ALVERNIA COLLEGE

By:   
Douglas F. Smith, Vice President

## AGREEMENT

This AGREEMENT is made this 1 day of JUNE, 2007,  
BETWEEN the CITY OF READING, a municipal corporation with its  
principal office at 815 Washington Street, Reading, PA 19601, ("CITY") and  
KAUTTER & KELLEY ARCHITECTS, of 5 Belmont Avenue, Wyomissing, PA  
19610, ("ARCHITECT") for the WASHINGTON FIRE STATION RENOVATION  
("PROJECT"). The CITY and the ARCHITECT with the intent to be legally bound  
hereby agree as follows:

1. The ARCHITECT shall provide architectural services for the PROJECT, as  
set forth in the attached Exhibit "A". Services shall be performed in a manner consistent  
with professional skill and care.

2. The CITY shall provide full information about the objectives, schedule,  
constraints and existing conditions of the PROJECT, and shall establish a budget with  
reasonable contingencies to meet PROJECT requirements. The CITY shall employ a  
contractor to perform the construction work and to provide cost-estimating services.

3. The ARCHITECT shall retain all common law, statutory and other reserved  
rights, including the copyright of its prepared documents. The CITY shall not reuse or  
permit the reuse of said documents except by mutual agreement in writing.

4. In the event of termination, suspension or abandonment of the PROJECT, the  
ARCHITECT shall be equitably paid for services rendered. The CITY'S failure to  
make payments as provided herein will constitute substantial nonperformance and  
provide cause for the ARCHITECT to either suspend or terminate services. Either  
the CITY or the ARCHITECT may terminate this AGREEMENT after giving no less

than seven (7) days' written notice if the other party substantially fails to perform the terms of this AGREEMENT.

5. This AGREEMENT shall be governed by the laws of Pennsylvania.

6. The CITY and the ARCHITECT bind themselves, partners, successors, assigns, and legal representatives to this AGREEMENT. Neither party to this AGREEMENT shall assign the contract as a whole without written consent of the other.

7. The ARCHITECT'S compensation shall be in accord with the provisions set forth in the attached Exhibit "A".

8. The ARCHITECT shall be reimbursed for expenses incurred in the interest of the PROJECT as set forth in the attached Exhibit "A".

9. If through no fault of the ARCHITECT the covered services by this AGREEMENT have not been completed within 8 months of the date hereof, the compensation for the ARCHITECT'S services beyond that time shall be appropriately adjusted.

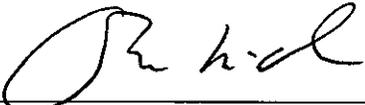
10. Payments are due and payable upon receipt of the ARCHITECT'S invoice.

11. Architectural services not covered by this AGREEMENT include revisions due to changes in the scope, quality or budget. This AGREEMENT may be amended by mutual consent in writing.

12. This AGREEMENT constitutes the entire understanding between the parties.

This AGREEMENT entered into as of the day and year first written above.

CITY OF READING



Thomas M. McMahon  
Mayor

ARCHITECT



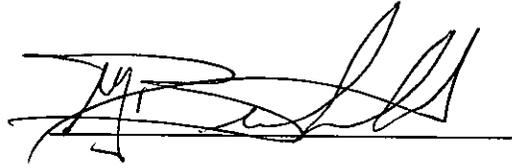
Attest:



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Linda A. Kelleher  
City Clerk

Attest:



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E X H I B I T "A"

**CITY OF READING, PA**  
**REQUEST FOR QUOTATION**

TO: Architectural Firms

FROM: Heather Dunkle, Purchasing Coordinator

SUBJECT: Request for Quote – Washington Fire Station Renovation

The City of Reading is seeking firm, fixed price quotes for the purchase of the work listed below.  
**Quote Due Date: No later than February 20, 2007, 2:00 p.m.**

**Description**

**LUMP SUM FEE**

ARCHITECTURAL SERVICES FOR RENOVATIONS TO THE WASHINGTON FIRE STATION FOR CONSERVATION TO AN EVIDENCE STORAGE FACILITY

\$5,950.00

**Preliminary/Schematic Design:**

Existing building review (including measuring and drafting the existing building). Preliminary floor plans of the design scheme discussed at the initial site visit.

**Site Visit: 10AM, Tuesday, February 13, 2007. MANDATORY\***

**Design Development:**

Refinement of the floor plans, and elevations (including dimensions, door sizes, material selections and finishes)

**Contract Documentation:**

Construction drawings consisting of floor plans, details, elevations, building sections, wall sections and details, door and room finish schedules.

**Construction Observation:**

Shop drawing review and site visits every two weeks during the construction phase of the project.

- Site visit is mandatory in order to get a better understanding of the RFQ.

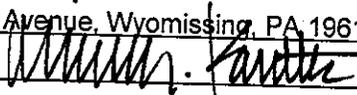
The City of Reading is tax exempt. The City of Reading reserves the right to reject any and all quotes or any part of any quote.

Please submit quotes to Purchasing, Room 2-12, 815 Washington St., Reading, PA 19601, or fax to (610) 655-6427. Contact Heather Dunkle at (610) 655-6206 or [heather.dunkle@readingpa.org](mailto:heather.dunkle@readingpa.org) with any questions.

Please indicate below the name and address of the company and the company official with title who is submitting this quotation:

Company Name: KAUTTER & KELLEY ARCHITECTS

Address: 5 Belmont Avenue, Wyomissing, PA 19610

Signature and Title: , President

Telephone and FAX Numbers: (610) 372-9960 (610) 372-9950 (fax)

**KAUTTER & KELLEY ARCHITECTS**

February 28, 2007

*5 Belmont Avenue  
Wyomissing, PA 19610-2001*

**CITY OF READING, PA  
815 Washington Street  
Reading, PA 19601**

*tel 610.372.9960  
fax 610.372.9950  
www.kautterkelley.com*

**ATTN: Ms. Heather Dunkle, Purchasing Coordinator  
RE: Professional Architectural Services  
Washington Fire Station Renovation**

Dear Heather:

Thank you for the opportunity to submit a professional services quotation to The City of Reading regarding the Washington Fire Station renovation project. Based on your e-mail RFQ documentation, site visit, and addenda we feel we have sufficient understanding of the scope of services required to accomplish the desired improvements for change in building use from fire station to evidence storage facility.

As you may know, K&KA has extensive experience with regard to renovation projects. We believe our office is uniquely qualified to provide the architectural services necessary to complete this improvements project in a thorough yet budget conscious manner.

K&KA would like to offer the following design services for your consideration. The Basic Architectural Services required to execute approved design solutions and subsequent renovations will encompass documentation for selective demolition and reconstruction communicated through drawings, Owner/Construction Manager and Contractor meetings, dimensioned construction documentation that identifies contractor responsibility, quality assurance parameters, material and product selections, installation methods, etc. The proposed professional services include observation of Construction.

**1. PROJECT UNDERSTANDING**

- 1.1 Provide AIA Contract *Basic Services* associated with the above referenced project in the manner defined by AIA Document B151, Abbreviated Owner-Architect Agreement, 1997 edition. Interface and coordinate existing conditions documentation of the Washington Fire Station. Provide AutoCAD r2007 drawings, drawing notes, and specifications for a single phase general construction contract, including submittals review and construction observation tasks.
- 1.2 Provide base drawing database for Sprinkler Contractor documentation interface.
- 1.3 Extent of work includes design for renovations associated with 1<sup>st</sup> floor truck bay renovation (apparatus room) and 3<sup>rd</sup> floor evidence storage room; IBC Code review; miscellaneous window replacement and modifications; overhead door replacement; door, frame and hardware replacement and modifications on three floors; closure of existing wall penetrations; bars at windows; review of existing fire escapes.

*Michael J. Kautter, AIA President*

*Steven G. Kelley, AIA Vice President*

*Amy J. Laughlin, Secretary/Treasurer*

2. SCOPE OF SERVICES

- 2.1 Meet with the City of Reading representatives and Construction Manager (CM) to discuss the scope of work, gather any additional detail information about the project, and evaluate preferred products and materials typically considered by the City. Create existing conditions documentation, through architectural field survey, and establish project design and construction schedule.
- 2.2 Prepare and present plans, elevations, schedules and details and technical notes for City of Reading and CM review and approval. There is no engineering anticipated for this project (mechanical/electrical or structural) and therefore there are no consulting engineering services included in this proposal.
- 2.3 Execute and coordinate complete Construction Documents package for bidding. Provide required technical specifications. Provide technical support throughout a two to three week bid period.
- 2.4 Conduct bi-weekly site visits during construction and generate meeting minutes and field reports of conditions observed. Review schedule and progress, construction requests for information, submittals, change orders, and payment applications by the Contractor. Provide a total of (6) site visits, including punch list.

3. FEE - A breakdown of values for professional services is:

Preliminary/Schematic Design Phase (±2 weeks)	\$ 2,500.00
Design Development Phase (±2 weeks)	\$ 750.00
Construction Document Phase (±1 week)	\$ 1,700.00
Construction Observation Phase (±10 to 12 weeks)	\$ <u>1,000.00</u>
<b>Total Fee (100%)</b>	<b>\$ 5,950.00</b>

The monthly invoice total is calculated based on the fee and the percentage of services complete to date. The fee sums *do not* include reimbursable expenses. Reimbursable Expenses for this project, excluding bid drawing reproduction costs, are *estimated* to be approximately \$250.00.

We would anticipate the design and documentation process to require approximately four to five weeks total. A schedule of our hourly rates and reimbursable expenses is attached. Please review this quotation and contact me with your questions. If this proposal is acceptable to you we will expect to execute AIA Document B151.\*

We appreciate your interest in our professional services and look forward to working with The City of Reading on this project. Thank you again for this opportunity and for your consideration.

Respectfully,



Michael J. Kautter, AIA

\* Regarding the selection of Owner/Architect/Contractor Agreements, the American Institute of Architects states: "AIA Contract Documents were created from a consensus of contractors, lawyers, developers, and architects expressly to balance the interests of all parties. They cover all phases of a project from beginning to end. Courts have recognized their legal legitimacy time after time." It is generally recognized that "no other standard contract document system is as effective at keeping projects running smoothly and finishing successfully." If another legal contract format is desired, or a significant number of editorial changes are pursued by the Owner or the Owner's legal representative, K&KA reserves the right to adjust the architectural fee amount to cover added expenses due to legal consultation, administrative costs, and/or increased liability exposure.

EXHIBIT A

· Compensation for Additional Services

For Project Representation Beyond Basic Services and for Additional Services, See below.

The project will be billed hourly, and on a monthly basis, according to the following rates schedule.

· Reimbursable Expenses

For Reimbursable Expenses, please refer to the list below.

FEE SCHEDULE

ARCHITECTURAL	
Principal	\$118./hr.
Project Manager	\$96./hr.
Project Architect	\$76./hr.
Intern Architect I	\$65./hr.
Intern Architect II	\$58./hr.
Interior Designer	\$58./hr.
Production Assistant	\$48./hr.

REIMBURSABLE EXPENSES

- transportation/authorized out-of-town travel
- long distance communication, FAX, data transmission
- photographic reproduction/graphic prints
- printing of presentation piece from camera-ready original
- postage, special mail, delivery service
- additional insurance coverage required by the Owner in excess of that normally carried by the architect and the architect's consultants

30 x 42 CAD Plots (Final):	\$9.75 per sheet
30 x 42 Prints/in house (All others):	\$ 3.30 per sheet
Prints/by others:	Actual cost
AIA Contract Documents:	Actual cost
Color Bond:	\$9.75 per page
Color/Large Scale B&W Reproductions:	Actual cost
Fax:	Actual cost
Local Code and Zoning Information Regulations:	Actual cost
PA Labor and Industry:	Actual cost
Long Distance Telephone:	Actual cost
Mileage:	\$ .445 per mile
Overnight Document Courier:	Actual cost
Photocopies B&W:	\$ .12 per copy
Photocopies Color:	\$.20 per copy
Photographs:	Actual cost
Postage:	Actual cost
Reproducible Prints:	Actual cost

NOTE: reimbursable expenses are invoiced at cost plus an administrative multiplier of 1.15

**KAUTER & KELLEY ARCHITECTS** reserve the right to make fiscal adjustments to hourly rates and reimbursable expenses in the first month (January) of each year.

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO. 1

QUOTE:

Washington Fire Station  
Renovation

DUE DATE:

2:00 P.M. Prevailing Time,  
Tuesday, February 20, 2007

NOTICE

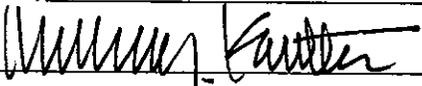
THIS ADDENDUM MUST BE SIGNED, ATTACHED TO, AND RETURNED WITH YOUR QUOTE TO THE CITY OF READING BY THE TIME AND DATE INDICATED BELOW:

**THE LOCATION OF THE WASHINGTON FIRE STATION FOR THE SITE VISIT IS 1019 SPRUCE STREET, READING, PA 19602.**

**PLEASE NOTE THIS IS A REQUEST FOR QUOTATION AND NOT A REQUEST FOR PROPOSAL.**

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) KAUTTER & KELLEY ARCHITECTS

Authorized Signature 

Title PRESIDENT

Name (Type or Print) MICHAEL J. KAUTTER

Phone & Fax Numbers (610) 372.9960 (610) 372.9950 (fax)

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO. 2

QUOTE:

Washington Fire Station  
Renovation

FORMER DUE DATE:

2:00 P.M. Prevailing  
Time, Tuesday,  
February 20, 2007

NOTICE

THIS ADDENDUM MUST BE SIGNED, ATTACHED TO, AND RETURNED WITH YOUR QUOTE TO THE CITY OF READING BY THE TIME AND DATE INDICATED BELOW:

**PROPOSAL SHOULD INCLUDE:**

- EXISTING BUILDING OUTLINE ONLY BEHIND THE APPARATUS ROOM, AND MID LEVEL TV ROOM. DETAIL DRAWINGS OF APPARATUS ROOM AND COMPLETE THIRD FLOOR.
- WINDOW MODIFICATIONS, DOOR MODIFICATIONS, DEMOLITION. DOCUMENT REVIEW WITH BURKEY CONSTRUCTION AS WELL AS WITH THE CITY REPRESENTATIVE.
- CONSTRUCTION LEVEL DRAWINGS INCLUDING, CONSTRUCTION DETAILS, SCHEDULES, SPECIFICATIONS, CODE NOTES.
- CONSTRUCTION OBSERVATIONS INCLUDING A MINIMUM OF BI-WEEKLY SITE VISITS, SHOP. DRAWING REVIEW AND SUBMITTAL REVIEW.

**GENERAL SCOPE:**

- APPARATUS ROOM – REPLACE OVERHEAD DOOR, MAN DOOR, BLOCK WINDOWS.
- KITCHEN – REPLACE OS DOORS, BLOCK WINDOWS, BLOCK AC OPENING, NOT A FUNCTIONING KITCHEN, USED FOR STORAGE.
- MID-LEVEL – BLOCK DOOR, BLOCK OPENINGS.
- UPPER-LEVEL – BAR WINDOWS, REPLACE DOOR, CONCERN WITH CEILING HEIGHT AND SPRINKLER SYSTEM (LIGHTING WILL NEED TO BE ADDRESSED IF CEILING NEEDS TO BE REMOVED DUE TO SPRINKLER), SMALL ROOMS SHOULD BE SECURED INDIVIDUALLY, LOCKEROOM SHOULD BE SAVED AND BROUGHT UP TO CODE

**OTHER NOTES:**

- FIRE ESCAPES – CAN THEY BE REMOVED?
- ELEVATOR – NO NEED FOR AN ELEVATOR
- SPRINKLER – THE ENTIRE BUILDING NEEDS TO HAVE SPRINKLERS INSTALLED. THE BASE SHEETS ARE NEEDED FOR THE SPRINKLER SYSTEM.
- ALARM – TIE INTO CENTRAL MONITOR BY THE CITY.
- HVAC AND ELECTRIC – ASSUMED TO BE ADEQUATE.
- STORAGE RACKS/EQUIPMENT – SUPPLIED BY THE CITY.
- SPECIFICATIONS FOR RENOVATIONS – TECHNICAL PORTION PROVIDED BY ARCHITECT; FRONT END PROVIDED BY CITY.
- BUILDING WILL MOSTLY BE UNOCCUPIED AND USED STRICTLY FOR EVIDENCE AND BOMB SQUAD STORAGE.
- WE DO NOT EXPECT ACOUSTICAL, MECHANICAL, STRUCTURAL AND SPRINKLER.

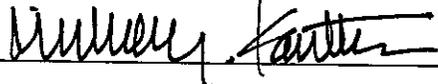
**THERE HAS BEEN A SECOND SITE VISIT SCHEDULED FOR THURSDAY, FEBRUARY 22, 2007 AT 10AM.**

**THE QUOTE SHOULD BE SUBMITTED ON THE FORM THAT WAS FAXED TO YOU ON FEBRUARY 6. AT THIS POINT WE ARE LOOKING FOR A PRICE QUOTE TO PERFORM THE ARCHITECTURAL RESPONSIBILITIES OF THIS PROJECT.**

**THE DUE DATE FOR THIS QUOTE HAS BEEN CHANGED TO THURSDAY, MARCH 1, 2007, AT 2PM PREVAILING TIME.**

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) KAUTTER & KELLEY ARCHITECTS

Authorized Signature 

Title PRESIDENT

Name (Type or Print) MICHAEL J. KAUTTER

Phone & Fax Numbers (610) 372-9960 (610) 372-9950 (fax)