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Minutes from Architectural Negotiating Committee, October 6, 1978

James W. Bibb

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ARCHITECTURAL NEGOTIATING COMMITTEE

CLASSROOM AND OFFICE BUILDING
FORT HAYS STATE UNIVERSITY

MINUTES OF MEETING, OCTOBER 6, 1978

A meeting of the Committee was held this date for the purpose of negotiating a fee for construction administration with the architectural firm of Woods and Starr and Associates. Committee members in attendance were Warren Corman, Walter Keating and James W. Bibb, Chairman. Brien Murray, Director of Planning at the University, Vincent J. Cool, Darrell McNeil and Jack Nelson of the Division of Architectural Services were also present. The architectural firm was represented by Mr. Richard Starr.

The Committee had been advised by the Secretary of Administration that the project architect will carry project professional liability insurance in the amount of at least 25 percent of the contract awards. Twenty-five percent of \$4,744,992 is \$1,186,248 and Mr. Starr was asked to apply for either a rider on his present policy or a new policy in the amount of the next purchasable increment above \$1,186,248. The policy is to be in effect for the duration of the construction period plus one year.

Mr. Cool said he feels the project warrants full-time inspection and Mr. Starr said he feels the same way. Mr. Bibb then asked Mr. Starr if he was familiar with Chapter 337 of the 1978 Session Laws and if he had reviewed the Division's latest Manual of Standards and Procedures. Mr. Starr answered yes to both questions. He was then asked what the firm considers to be a fair and reasonable fee to perform the construction administration services.

An estimate of time and expenses was presented by Mr. Starr for the various areas during the construction and warranty periods totaling \$47,184. This would NOT be for full-time inspection and included only 375 hours of on-site inspection. Mr. Bibb then asked Mr. Starr if those services would be what he normally provides for a private client. Mr. Starr answered that they would probably constitute about 95 percent of his normal services. Mr. Cool then asked if the project architect would feel comfortable with limited inspection in view of the fact that Section 25(b) of Chapter 337 requires that the project architect must certify that the project has been satisfactorily completed. Mr. Starr answered that he would not be very comfortable and said he feels the project should have full-time inspection.

Mr. Starr said that in order to provide full-time inspection he would have to hire another person. His costs for this would be \$45,000 which would be added to the previously mentioned \$47,184. Mr. Murray then asked if this additional person would not relieve the office staff of some of the time and expenses figured in the \$47,184. Mr. Starr answered that it would not, that everything still has to come into the office for checking and the job inspector is given a copy.

The Chairman then asked what type of person would be doing the inspection work to which Mr. Starr replied that it would not be a professional architect but would be someone with considerable experience in the construction field and in supervision of construction.

The Committee then excused Mr. Starr and discussed his offer of \$92,184. It was pointed out that the offer exceeds the statutory maximum the state could pay, that balance being \$88,749. Further discussion of full-time versus limited inspection was held and the Committee members agreed that it would be to the state's benefit if full-time inspection was provided.

Mr. Keating then made a motion to offer the project architect a sum of \$88,500 for full-time inspection along with the other areas of construction administration. The motion was seconded by Mr. Corman and passed unanimously, whereupon Mr. Starr was readmitted and was tendered the offer of \$88,500 by the Chairman along with the condition of full-time inspection. Mr. Starr accepted the offer and said he would submit evidence of the insurance coverage to the Director of Architectural Services, the premium for which he will be reimbursed by the state.

There being no further business, the meeting was adjourned.


James W. Bibb, Chairman

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