

City Council Agenda Items
and
Contracts, Leases or Agreements

7/16/2013

City Council Meeting Date
Agenda Items Only

Matt Mihalevich ^{MM}
Submitted By

Engineering
Division

Development Services
Department

Action Required:

Staff recommends a resolution approving amendment number 2 to the contract with Garver, LLC. for construction phase services for the Frisco Trail Extension in an additional amount not to exceed \$109,100.00

\$ 109,100.00
Cost of this request

4470.9470.5814.05
Account Number

02016 / 1201
Project Number

\$ 396,000.00
Category / Project Budget

\$ 39,202.58
Funds Used to Date

\$ 356,797.42
Remaining Balance

Frisco Trail (South to Walker Park)
Program Category / Project Name

Trail Development
Program / Project Category Name

Sales Tax Cap Imp
Fund Name

Budgeted Item

Budget Adjustment Attached

Tony J. Gully 6-27-13
Department Director Date
K. Williams 6-27-2013
City Attorney Date

Previous Ordinance or Resolution # 57-12
192-12
Original Contract Date:
Original Contract Number:

Maria Hertweck 6/28/13
Finance and Internal Services Director Date

Received in City 06-27-13 A 11:02 RCVD
Clerk's Office [Signature]

Ann Man 6/28/13
Chief of Staff Date

Received in Mayor's Office
ENTERED
6/28/13
[Signature]

Lionel Jordan 6/28/13
Mayor Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*
Chris Brown, City Engineer *CB*

From: Matt Mihalevich, Trails Coordinator *MM*

Date: June 27, 2013

Subject: Construction Phase Services Amendment with Garver, LLC.

RECOMMENDATION

Staff recommends a resolution approving amendment number 2 to the contract with Garver, LLC. for construction phase services for the Frisco Trail Extension in an additional amount not to exceed \$109,100.

PROPOSAL:

On March 20th, 2012 resolution number 57-12 authorized Garver, LLC to begin the design work on the ½ mile Frisco Trail Southern Extension. On October, 2nd 2012 resolution number 192-12 added amendment number 1 to the original contract to include additional design services. Now that the project is ready for construction to begin, staff proposes to amend the original agreement for professional engineering services with Garver to include construction phase services. These services include but are not limited to daily inspection, construction observation, pay applications and record drawings as outlined in the attached scope of services.

This important trail extension is part of the 36-mile Razorback Regional Greenway and will provide safe pedestrian and bicycle connections to the numerous residents and businesses around Walker Park, as well as the future Tsa La Gi (Cherokee) trail to be extended west along the old rail line south of MLK Jr. Blvd.

BUDGET IMPACT:

The majority of the funding for the trail project has been provided through the Northwest Arkansas Regional Planning Commission as part of the Razorback Regional Greenway. Funds in the amount of \$109,100.00 for the construction phase services have been budgeted through the Trail Development Capital Improvement Program.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AMENDMENT NUMBER 2 TO THE CONTRACT WITH GARVER, LLC FOR CONSTRUCTION PHASE SERVICES FOR THE FRISCO TRAIL EXTENSION PROJECT IN THE ADDITIONAL AMOUNT OF \$109,100.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment Number 2 to the contract with Garver, LLC for construction phase services for the Frisco Trail Extension Project in the additional amount of \$109,100.00.

PASSED and APPROVED this 16th day of July 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

RESOLUTION NO. 57-12

A RESOLUTION AUTHORIZING A CONTRACT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$189,500.00 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES RELATED TO THE FRISCO TRAIL SOUTHERN EXTENSION, ACCEPTING A FIFTY PERCENT (50%) MATCHING GRANT FROM THE WALTON FAMILY FOUNDATION, INC., AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$216,000.00 RECOGNIZING REVENUE FROM THE WALTON FAMILY FOUNDATION, INC. AND THE HOME DEPOT FOUNDATION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with Garver, LLC in an amount not to exceed \$189,500.00 for professional engineering design services related to the Frisco Trail southern extension.

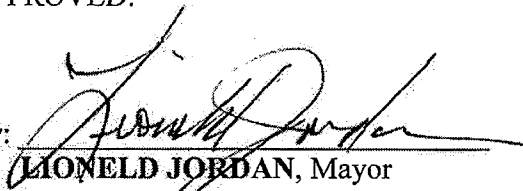
Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a fifty percent (50%) matching grant from The Walton Family Foundation, Inc. to provide funding for the project.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$216,000.00, a copy of which is attached as Exhibit "A", recognizing revenue from The Walton Family Foundation, Inc. and the Home Depot Foundation.

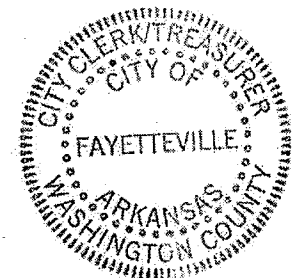
PASSED and APPROVED this 20th day of March, 2012.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



RESOLUTION NO. 192-12

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT WITH GARVER, LLC FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE EXTENSION OF FRISCO TRAIL IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$26,500.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an amendment to the contract with Garver, LLC for additional professional engineering services associated with the extension of Frisco Trail in an additional amount not to exceed \$26,500.00.

PASSED and APPROVED this 2nd day of October, 2012.

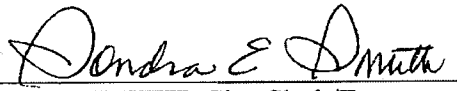
APPROVED:

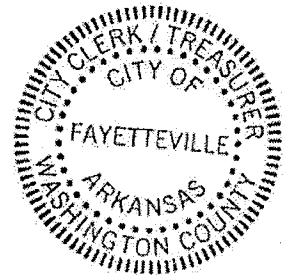
ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS**

CONTRACT AMENDMENT NO. 2

Frisco Trail Extension

This Contract Amendment No. 2, dated _____, 2013 shall amend the original contract between the CITY OF FAYETTEVILLE, ARKANSAS and GARVER, LLC, (Garver) dated March 20, 2012 for professional engineering services in connection with the Frisco Trail Extension from Martin Luther King, Jr. Boulevard to Walker Park, (the "Project"). This Contract Amendment No. 1 adds professional engineering services for the Design Phase Services, as described herein.

The contract is hereby modified as follows:

SECTION 2 - BASIC SERVICES OF GARVER

The following Sections add to corresponding Sections in the original contract.

2.1 General

2.1.1.3 The additional Scope of Services to be furnished by GARVER during the Construction Phase is included in Section 2.2 hereafter and in Appendix A and B attached hereto and made part of this Agreement.

2.2 Engineering Services – Frisco Trail Extension

2.2.2 GARVER will perform construction phase services as described in Appendix A as attached hereto and made a part of this Agreement.

SECTION 5 – PAYMENTS TO GARVER

5.1 Compensation

CITY OF FAYETTEVILLE shall pay GARVER an additional amount **not to exceed \$109,100** for construction phase services in accordance with the provisions described in the following paragraphs.

CITY OF FAYETTEVILLE shall pay GARVER for time spent on the project at the rates shown in the attached Appendix B for each classification of GARVER's personnel plus reimbursable expenses, including but not limited to printing, courier service, reproduction, and travel. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2013. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of GARVER, and has been executed on behalf of the CITY OF FAYETTEVILLE, in three (3) counterparts, each of equal force, on the day and year first above written.

CITY OF FAYETTEVILLE

GARVER, LLC

By: _____

By:  _____

Mayor Lioneld Jordan

Jerry D. Holder, PE

Title: Mayor

Title: Sr. Vice President

ATTEST: _____

ATTEST:  _____

APPENDIX A – SCOPE OF SERVICES

Section 2.13 of the Scope of Services as contained in the original agreement shall be removed and replaced with this language:

2.13 Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Provide coordination of the construction with the franchise utilities.
3. Attend progress/coordination meetings with the City of Fayetteville/Contractor.
4. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
5. Issue instructions to the Contractor on behalf of the City of Fayetteville and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
6. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the City of Fayetteville regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
7. Maintain a set of working drawings and prepare and furnish record drawings.
8. Provide full-time resident construction observation services for the 240-calendar day construction contract performance time. The proposed fee is based on approximately 4 hours per day, 5 days per week, during the 240-calendar day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the City of Fayetteville wishes to increase the time or frequency of the observation, the City of Fayetteville will pay Garver an additional fee agreed to by the City of Fayetteville and Garver.
9. Provide up to 12 hours of survey crew time for field checking quantities, contractor's layout, etc.

10. When authorized by the City of Fayetteville, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the City of Fayetteville will pay Garver an additional fee to be agreed upon by the City of Fayetteville and Garver.
11. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Owner during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.



APPENDIX B
Frisco Trail / 11047140
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 90.00
E-2.....	\$ 105.00
E-3.....	\$ 126.00
E-4.....	\$ 147.00
E-5.....	\$ 180.00
E-6.....	\$ 220.00
Planners	
P-1.....	\$ 107.00
P-2.....	\$ 128.00
Designers	
D-1.....	\$ 84.00
D-2.....	\$ 115.00
Technicians	
T-1.....	\$ 73.00
T-2.....	\$ 95.00
Surveyors	
S-1.....	\$ 43.00
S-2.....	\$ 54.00
S-3.....	\$ 71.00
S-4.....	\$ 102.00
S-5.....	\$ 130.00
2-Man Crew (Survey).....	\$ 164.00
3-Man Crew (Survey).....	\$ 203.00
2-Man Crew (GPS Survey).....	\$ 184.00
3-Man Crew (GPS Survey).....	\$ 223.00
Construction Observation	
C-1.....	\$ 81.00
C-2.....	\$ 112.00
C-3.....	\$ 148.00
Administration	
X-1.....	\$ 51.00
X-2.....	\$ 68.00
X-3.....	\$ 115.00

**CITY OF FAYETTEVILLE
 FRISCO TRAIL - AMENDMENT NO. 2**

FEE SUMMARY

	Original	Amendment No. 1	Amendment No. 2	Total
Title I Services	Estimated Fees	Estimated Fees	Estimated Fees	Estimated Fees
<i>Geotechnical Services (G,H,B&W)</i>	\$8,100.00	\$2,700.00	\$0.00	\$10,800.00
<i>Record Research (3-Parcels)</i>	\$1,500.00	\$150.00	\$0.00	\$1,650.00
<i>Utility Marking</i>	\$700.00	\$300.00	\$0.00	\$1,000.00
Signalization Design	\$10,000.00	\$0.00	\$0.00	\$10,000.00
Surveys	\$24,350.00	\$9,300.00	\$0.00	\$33,650.00
Drainage Study	\$4,650.00	\$2,000.00	\$0.00	\$6,650.00
Electrical Design	\$10,400.00	\$0.00	\$0.00	\$10,400.00
Schematic Design	\$14,500.00	\$0.00	\$0.00	\$14,500.00
Conceptual Design	\$14,800.00	\$0.00	\$0.00	\$14,800.00
Preliminary Design	\$34,200.00	\$2,750.00	\$0.00	\$36,950.00
Final Design	\$56,400.00	\$7,700.00	\$0.00	\$64,100.00
Property Acquisition Documents	\$5,150.00	\$1,600.00	\$0.00	\$6,750.00
Bidding Services	\$4,750.00	\$0.00	\$0.00	\$4,750.00
Subtotal for Title I Services	\$189,500.00	\$26,500.00	\$0.00	\$216,000.00
Title II Services				
<i>Construction Materials Testing</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Construction Phase Services</i>	\$0.00	\$0.00	\$109,100.00	\$109,100.00
Subtotal for Title II Services	\$0.00	\$0.00	\$109,100.00	\$109,100.00

CITY OF FAYETTEVILLE
FRISCO TRAIL - AMENDMENT NO. 2

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2	T-1	S-5	S-4	2-Man Crew (Survey)	C-2	C-1	X-1	MANHOURL SUBTOTALS
	\$231.00	\$188.00	\$155.00	\$133.00	\$111.00	\$95.00	\$100.00	\$77.00	\$137.00	\$108.00	\$173.00	\$118.00	\$86.00	\$54.00	
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	
1. Civil Engineering															
Preconstruction Meeting					3	3									
Utility Coordination					8	4									
Monthly Pay Request Reviews					12	24									
Shop Drawings/Material Submittals					6	8									
On-Site Meetings and assistance as needed		12			24	20									
Resident Construction Observation (172 days at 4 hours/day)												688			
Survey Crew as needed (12 hours max.)									1		12				
Prepare Change Orders as needed					6	6									
Final Project Inspection and Punchlist		2			4	4									
Record Drawings					2	4		6							
Subtotal - Civil Engineering	0	14	0	0	65	73	0	6	1	0	12	688	0	0	
2. Structural Engineering															
Response to Inquiries		2	8												
Shop Drawings		2	16		10										
Subtotal - Structural Engineering	0	4	24	0	10	0	0	0	0	0	0	0	0	0	
3. Electrical Engineering															
Response to Inquiries				4		2									
Shop Drawings				6		4									
Subtotal - Electrical Engineering	0	0	0	10	0	6	0	0	0	0	0	0	0	0	
Hours	0	18	24	10	75	79	0	6	1	0	12	688	0	0	913
Salary Costs	\$0.00	\$3,402.00	\$3,720.00	\$1,330.00	\$8,325.00	\$7,505.00	\$0.00	\$462.00	\$137.00	\$0.00	\$2,076.00	\$81,184.00	\$0.00	\$0.00	\$108,141.00
SUBTOTAL - SALARIES:			\$108,141.00												
DIRECT NON-LABOR EXPENSES															
Document Printing/Reproduction/Assembly	\$220.00														
Postage/Freight/Courier	\$28.00														
Survey Supplies	\$10.00														
Travel Costs	\$700.00														
SUBTOTAL - DIRECT NON-LABOR EXPENSES:															\$959.00
TOTAL FEE:															\$109,100.00