### City of Fayetteville Staff Review Form

**City Council Agenda Items** and Contracts, Leases or Agreements 8/6/2013 **City Council Meeting Date Agenda Items Only** Parks **Carole Jones** Park Planning Department Division Submitted By **Action Required:** Staff recommends a resolution approving Amendment #1 to the contract with Crafton Tull for construction phase services associated with the renovation of the Wilson Park pool buildings in an additional amount not to exceed \$15,000 and approval of a budget adjustment. **Community Park Improvements** 609,776.00 \$ \$15,000.00 Program Category / Project Name Cost of this request Category / Project Budget Wilson Park Improvements 82,924.20 S 2250.9256.5314.00 Program / Project Category Name Funds Used to Date Account Number PLDO SW Quadrant 526.851.80 13001.1101 **Remaining Balance** Fund Name Project Number **Budget Adjustment Attached Budgeted Item** х х In connie's absence <u>1118||3</u> Date Previous Ordinance or Resolution # 57-13 Department Director **Original Contract Date:** <u>|-|9-13</u> Original Contract Number: Date City Attorney 7-19-2013 a Received in City 19 -13A09:13 RCVD Date Finance and Internal Services Director Clerk's Office 7-22-13 Date hie of Received in Mayor's Office Mayor Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS DEPARTMENT CORRESPONDENCE

# **CITY COUNCIL AGENDA MEMO**

То:	Mayor Lioneld Jordan and City Council
Thru:	Don Marr, Chief of Staff Connie Edmonston, Parks and Recreation Director Alison Jumper, Park Planning Superintendent <i>k</i> j
From:	Carole Jones, Park Planner II
Date:	July 19, 2013
Subject:	Resolution to approve Amendment #1 to the contract for architectural services with Crafton Tull Agenda Request for August 6, 2013 Meeting

### **PROPOSAL:**

The Wilson Park swimming pool is the only municipal pool within the City of Fayetteville and had over 20,000 visitors in 2012 during the eight week summer season. The original Wilson Park pool buildings were built between the 1930s and the 1960s. The last significant renovation of the buildings was in 1983.

In 2012, the pool and deck surfaces were repaired and resurfaced as the first phase of the Wilson Park Pool renovation. The renovation of the buildings was approved as part of the 2013 CIP as the next phase of the pool renovation project. Improvements to the pool house and concession building will increase effeciency in use of space, increase ventilation, provide better ADA access and update the restroom and shower facilities.

On March 19, 2013, the City Council passed Resolution Number 57-13 approving a contract with Crafton Tull for architectural design and bidding services related to renovation of the pool buildings at Wilson Park (see attached resolution). Staff is requesting approval of Amendment No. 1 pursuant to Resolution Number 57-13 with Crafton Tull. This amendment includes construction phase services related to the project. Construction of the project is expected to begin in early September after the pool closes for the season.

### **RECOMMENDATION:**

Staff recommends a resolution approving Amendment #1 to the contract with Crafton Tull for construction phase services associated with the renovation of the Wilson Park pool buildings in an additional amount not to exceed \$15,000 and approval of a budget adjustment.

### **BUDGET IMPACT:**

This project is funded with Park Land Dedication (SW Quadrant) funds. The cost of \$15,000 is accounted for in project number 13001.1101 - Wilson Park Improvements.

### Attachments:

Staff Review Form Resolution No. 57-13 Amendment #1 Signed by Architect Budget Adjustment

## **RESOLUTION NO.**

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE CONTRACT WITH CRAFTON TULL FOR CONSTRUCTION PHASE SERVICES ASSOCIATED WITH RENOVATION OF POOL BUILDINGS AT WILSON PARK IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$15,000.00, AND APPROVING A BUDGET ADJUSTMENT

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

<u>Section 1</u>. That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 1 to the contract with Crafton Tull for construction phase services associated with renovation of pool buildings at Wilson Park in an additional amount not to exceed \$15,000.00.

<u>Section 2.</u> That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A".

**PASSED** and **APPROVED** this 6<sup>th</sup> day of August, 2013.

**APPROVED:** 

ATTEST:

By:

By:

LIONELD JORDAN, Mayor

SONDRA E. SMITH, City Clerk/Treasurer

City of	Fayetteville,	Arkansas
Budg	get Adjustme	nt Form

of 1

Budget Year	Division:	Parks & Recreation	Request Date	Adjustment Number
2013	Department:	Parks & Recreation	7/18/2013	

# **BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION**

Wilson Park Pool buildings renovation - Funds in the amount of \$15,000 are needed for Professional Services for construction observation services related to the renovation. Contract Services for the project in the total amount of \$464,585 include renovation of existing pool house/restrooms, concession building and pump house (including new fixtures, walls, HVAC and electrical).

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Park improvements	2250.9256.5		(479,585)	-	13001 . 1101
Professional services	2250.9256.5		15,000		13001 . 1101
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### RESOLUTION NO. <u>57-13</u>

# A RESOLUTION APPROVING A CONTRACT WITH CRAFTON TULL IN AN AMOUNT NOT TO EXCEED \$42,430.00 FOR ARCHITECTURAL AND BIDDING SERVICES RELATED TO RENOVATION OF POOL BUILDINGS AT WILSON PARK.

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

<u>Section 1</u>: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Crafton Tull in an amount not to exceed \$42,430.00, a copy of which is attached as Exhibit "A", for architectural and bidding services related to renovation of pool buildings at Wilson Park.

**PASSED** and **APPROVED** this 19<sup>th</sup> day of March, 2013.

**APPROVED:** 

ATTEST:

By: Mayor ORDA

Ondra & Smuth By:

SONDRA E. SMITH, City Clerk/Treasurer



AMENDMENT TO AGREEMENT FOR PROFESSIONAL ARCHITECT SERVICES CITY OF FAYETTEVILLE FAYETTEVILLE, AR

# CONTRACT AMENDMENT NO. 1

Wilson Park Pool Buildings Renovation

This Contract Amendment No. 1 dated \_\_\_\_\_\_, 2013 shall amend The original contract between the CITY OF FAYETTEVILLE, ARKANSAS and CRAFTON TULL dated March 19, 2013 for professional architectural services in connection with the Wilson Park Pool Buildings Renovation (the "Project"). This Contract Amendment No. 1 adds professional architectural services for Construction Administration Services, as described herein.

The contract is hereby modified as follows:

### SECTION 2 - BASIC SERVICES OF CRAFTON TULL

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

- 2.1 Professional Services performed.
  - 2.1.2 The additional Scope of Services to be furnished by CRAFTON TULL

during the Construction Phase is included in Section 2.2 hereafter and in

Appendix A attached hereto and made part of this Agreement.

Contract Amendment No. 1 Wilson Park Pool Buildings Renovation 1 of 2

13102500

### **Architect Services** 2.2

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

### SECTION 5 - PAYMENTS TO CRAFTON TULL

#### 5.1 Compensation

CITY OF FAYETTEVILLE shall pay CRAFTON TULL an additional amount not to exceed

\$15,000,00 for Construction phase services in accordance with the provisions described in the following paragraphs. CITY OF FAYETTEVILLE shall pay CRAFTON TULL for Construction Administration services rendered on the project at the rates shown in the attached Appendix B. Reimbursable expenses, including but not limited to printing, courier service, reproduction, and travel shall be charged under the previously established Reimbursable expense fee. Under-runs 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 CRAFTON TULL, 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

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

Mayor Lioneld Jordan

ATTEST: \_\_\_\_\_

Title: Vice Prosident

Contract Amendment No. 1 Wilson Park Pool Buildings Renovation 1 of 2

13102500

# APPENDIX A – SCOPE OF SERVICES

# Construction Phase Services

During the construction phase of work, Crafton Tull will accomplish the following:

- 1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
- 2. Attend progress/coordination meetings with the City of Fayetteville/Contractor.
- 3. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Crafton Tull 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. Crafton Tull'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, Crafton Tull 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.
- 4. Issue instructions to the Contractor on behalf of the City of Fayetteville and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- 5. 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. Crafton Tull's recommendation for payment shall not be a representation that Crafton Tull 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.
- 6. 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 Crafton Tull an additional fee to be agreed upon by the City of Fayetteville and Crafton Tull.
- 7. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

- 8. Construction observation services will be provided by CraftonTull's Resident Project Representative, who will provide or accomplish the following:
  - Consult with and advise the Owner during the construction period.
  - Maintain a file of test reports, certifications, shop drawings and submittals, and other appropriate information.
  - Produce Construction Observation reports which will contain information pertinent to each site visit.

In performing construction observation services, Crafton Tull will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Crafton Tull 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 Crafton Tull observes that the Contractor's work does not comply with the construction contract documents, Crafton Tull will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Crafton Tull will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Crafton Tull will notify the Contractor contractor appropriate action under the Owner's contract with the Contractor contractor con be taken.

WILSON PARK POOL	<b>BUILDING RENOVATIONS EXHIBIT A Cont</b>	•			
Phase Name	Employee/Class Name	Billa	ble Rate	Hours Cost	
<b>Construction Admini</b>	istration				
	Director of Architecture	\$	145.00	40	\$ 5,800.00
	Intern Architect III	\$	95.00	40	\$ 3,800.00
	Vice President of Engineering	\$	150.00	0	\$ -
	Sr. Engineering Manager	\$	140.00	8	\$ 1,120.00
	Project Engineer	\$	100.00	8	\$ 800.00
	Engineering Designer III	\$	95.00	24	\$ 2,280.00
	Engineer Intern II	\$	85.00	0	\$-
	Engineer Intern I	\$	75.00	8	\$ 600.00
	BIM Coordinator III	\$	70.00	8	\$ 560.00
	Sub-Total		136	\$ 14,960.00	
<b>Reimbursable Expesi</b>	nses				
	Provided under previous agreeme	ent			
	Sub-To	otal			\$ -
	Τα	tal		136	\$ 14,960.00



# Exhibit "B" Standard Hourly Rate Schedule Effective February 5, 2013

Cotogony		lourly Rate
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ARCHITECTURE	¢.	450
VICE PRESIDENT OF ARCHITECTURE	\$ ¢	150
	\$	145
DIRECTOR OF QUALITY ASSURANCE	\$	145 140
SR. PROJECT MANAGER	\$	
PROJECT MANAGER	\$	125
SR. PROJECT ARCHITECT	\$	105
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INTERN ARCHITECT II	ъ \$	05 75
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DESIGNER III	φ \$	95 85
DESIGNER I	φ \$	75
BIM COORDINATOR III	φ \$	70
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VICE PRESIDENT OF INTERIOR DESIGN	\$ ¢	105
DIRECTOR OF INTERIOR DESIGN	\$	95
INTERIOR DESIGN PROJECT MANAGER	\$	90
SR. PROJECT INTERIOR DESIGNER	\$	85
	\$	80
	\$	75
	\$ \$	70
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SR. PROJECT ENGINEER	φ \$	125
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DIRECTOR OF ENGINEERING	•	15
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SURVEY COORDINATOR		75
		50
SURVEY FARTY CHIEF		55
SURVET TECHNICIAN II		10
SURVET TECHNICIAN I		30
GEOGRAPHIC INFORMATION SYSTEMS		
GIS MANAGER	\$ 9	95
GIS ANALYST		35
GIS TECHNICIAN II	•	55
GIS TECHNICIAN I		10
ADMINISTRATIVE		
ADMINISTRATIVE PRINCIPAL	\$ 15	50
ADMINISTRATIVE MANAGER	\$ 12	20
ADMINISTRATIVE IV	\$ 8	30
ADMINISTRATIVE III	\$ 6	60
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ADMINISTRATIVE I	\$ :	35
REIMBURSABLE EXPENSES		
GPS Equipment		
Robotic Survey Equipment	\$20/Ho	
Job Related Mileage		
Per Diem for Out of Town CrewsPer GSA		
Airfare and other travel related expenses	At C	ost
Black and white 8.5"x11" Copies \$0	.15/she	et
Color 8.5"x11" Copies \$1	1.50/she	et
Photo Paper Color Plan Sheet Copies \$0		
Reproducible Plan Copies (Vellum)\$		
Reproducible Plan Copies (Bond)\$	0.35/sq.	tt.
All rates are subject to change without not	ice.	