

City of Fayetteville Staff Review Form

2015-0092

Legistar File ID

3/3/2015

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Alison Jumper

2/13/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution approving Contract Amendment #2 to the contract with Lose and Associates for construction administration Services for Phase One of the Regional Park in the amount not to exceed \$322,137.00 and to approve a Budget Adjustment.

Budget Impact:

2250.9255.5806.00	Parks Development
Account Number	Fund
02002.9000	Regional Park
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ 7,693,006.00
	Funds Obligated \$ 179,181.59
	Current Balance \$ 7,513,824.41
Does item have a cost? Yes	Item Cost \$ 322,137.00
Budget Adjustment Attached? Yes	Budget Adjustment \$ 105,137.00
	Remaining Budget \$ 7,296,824.41

V20140710

Previous Ordinance or Resolution # 223-13, 98-14

Original Contract Number: 2304

Approval Date: _____

Comments: See Legistar Items 2015-0088 and 2015-0093 for related Budget Adjustment information.

MEETING OF MARCH 3, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: Alison Jumper, Park Planning Superintendent

DATE: February 19, 2015

SUBJECT: Resolution to approve Contract Amendment #2 to the contract for architectural services with Lose and Associates, Inc.

RECOMMENDATION:

Staff recommends a resolution approving Contract Amendment #2 to the contract with Lose and Associates, Inc. for Construction Administration Services for Phase One of the Regional Park in the amount not to exceed \$322,137 and to approve a Budget Adjustment.

BACKGROUND:

A Request for Statements of Qualification (RFQ) 13-13 for design services for the Regional Park Master Plan was advertised August 23, 2013. Lose and Associates, Inc. was selected to complete the Master Plan design which is now complete. Contract Amendment #1 with Lose and Associates, Inc. was approved on May 6, 2014. This amendment allowed Lose and Associates, Inc. to create bid and construction documents for Phase One which will consist of site grading, utility and roadway development necessary to develop six soccer fields, three baseball fields, supporting restroom/concession and site amenities. Support parking facilities, a playground and a large group pavilion with restrooms were also provided in the design phase but are not being constructed with Phase One of the project.

DISCUSSION:

Lose and Associates, Inc. has completed the design and construction documents for Phase One of the Regional Park. Bids were opened on February 6, 2015. Lose and Associates, Inc. has provided the attached Contract Amendment #2 to include the construction administration services for phase one construction of the park. Services that will be provided include construction site visits during critical items, evaluation of construction material submittals and shop drawings, confirming quantities for payment applications, coordination with the construction testing firm, reviewing and approving change orders and payment applications and maintaining a set of record drawings. The proposal includes utilizing subconsultant Garver Engineers, a local engineering company, for required onsite construction observation of roadway and other earthwork activities. The size of the project and scope of work required for adequate construction administration is beyond what city staff can accommodate given current work loads. If approved, Lose and Associates, Inc. will provide construction administration services from March 2015 through September 2016.

BUDGET/STAFF IMPACT

This project is funded with Parks Development, Park Land Dedication and HMR bond funds. The cost of \$322,137 is accounted for in project number 02002.1 – Regional Park.

Attachments:

Staff Review Form

Resolution No. 223-13

Resolution No. 98-14

Amendment #2 Signed by Lose and Associates, Inc.

RESOLUTION NO. 223-13

A RESOLUTION AWARDED RFQ #13-13 AND AUTHORIZING A CONTRACT WITH LOSE & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$86,735.00 FOR LANDSCAPE ARCHITECTURAL, ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF A REGIONAL PARK MASTER PLAN AND A PRELIMINARY GRADING AND DRAINAGE PLAN, AND APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY

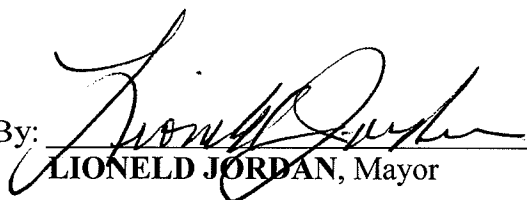
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards RFQ #13-13 and authorizes a contract with Lose & Associates, Inc. in an amount not to exceed \$86,735.00 for landscape architectural, architectural and engineering services for the design of a regional park master plan and a preliminary grading and drainage plan, and further approves a ten percent (10%) project contingency.

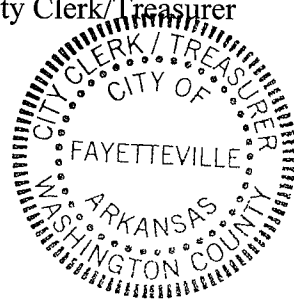
PASSED and APPROVED this 5th day of November, 2013.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



RESOLUTION NO. 98-14

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL LANDSCAPE, ARCHITECTURAL AND ENGINEERING SERVICES WITH LOSE AND ASSOCIATES, INC. IN THE AMOUNT NOT TO EXCEED \$726,022.00 FOR DESIGN AND CONSTRUCTION DOCUMENTATION OF THE REGIONAL PARK

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 No. 1 to the agreement for professional landscape, architectural and engineering services with Lose and Associates, Inc. in the amount not to exceed \$726,022.00 for design and construction documentation of the Regional Park and authorizes Mayor Jordan to sign Amendment No. 1.

PASSED and APPROVED this 6th day of May, 2014.


APPROVED:

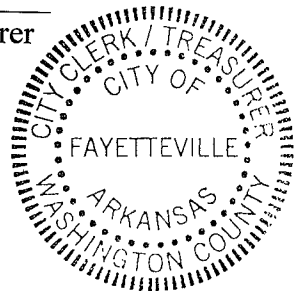
ATTEST:

By:


LIONEL JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



AMENDMENT TO AGREEMENT FOR
PROFESSIONAL LANDSCAPE ARCHITECTURAL, ARCHITECTURAL AND ENGINEERING SERVICES
CITY OF FAYETTEVILLE
Fayetteville, AR
CONTRACT AMENDMENT NO.2
Fayetteville Regional Park

This Contract Amendment No.2 dated _____, 2015 shall amend the original contract between the CITY OF FAYETTEVILLE, ARKANSAS and LOSE AND ASSOCIATES dated November 5th, 2013 for professional landscape architectural, architectural and engineering services in connection with the Regional Park Master Plan (the "Project"). This Contract Amendment No.2 adds construction administration services, as described herein.

The contract is hereby modified as follows:

SECTION 2 – BASIC SERVICES OF ENGINEER

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

- 2.1 Perform professional services in connect with the Project as herein stated.
 - 2.1.1 The additional Scope of Services to be furnished by LOSE AND ASSOCIATES during the Project is included as Appendix A attached hereto and made a part of this Agreement.

SECTION 5 - PAYMENTS TO LOSE AND ASSOCIATES

5.1 Compensation

CITY OF FAYETTEVILLE shall pay LOSE AND ASSOCIATES an additional amount not to exceed \$322,137 for Phase One Construction Administration services in accordance with the provisions described in the following paragraphs. CITY OF FAYETTEVILLE shall pay LOSE AND ASSOCIATES for Phase One Construction Administration services rendered on the project at the rates shown in the attached Appendix B. 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 LOSE AND ASSOCIATES, 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: _____

LOSE AND ASSOCIATES

By: Chris Camp
Chris Camp, ASLA

Title: President

AMENDMENT NO. 2 APPENDIX A – SCOPE OF SERVICES

The following Scope of Services for the Construction Phase Services shall be added to the previously approved Scope of Services contained in Amendment No. 1.

2.14 Construction Phase Services

Item 1. General Park Development and Architectural Construction Administration (Lose & Associates, Parson Engineering and Matthew Cramer, Architect)

During the construction phase of work, Lose & Associates, Inc. will accomplish the following for the specific items designed by Lose & Associates, Inc. and consulting team members outside of the roadway project including the sports field construction, restroom concessions buildings, playgrounds, parking lots, sidewalks, landscaping and irrigation throughout the entire project:

1. Issue a Notice to Proceed letter to the Contractor.
2. Prepare for and attend a preconstruction meeting with the contractor and city officials.
3. Attend monthly progress/coordination meetings with the Client/Owner/Contractor. A monthly site visit memo will be prepared to document observations. Appropriate staff and consulting team members will attend these meetings.
4. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Lose & Associates and consulting team members 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. Lose & Associates, Inc. and consulting team members 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, Lose & Associates, Inc. and consulting team members 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 Client/Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
6. Provide coordination with the construction materials testing firm.
7. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and make a recommendation to the Owner regarding payment. Lose & Associate's recommendation for payment shall not be a representation that Lose & Associates, Inc. or consulting team 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.

8. Maintain a set of working drawings and prepare and furnish record drawings.

9. When authorized by the Client/Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial design changes are required in the preparation of these change order documents, the Client will pay Lose & Associates Inc, and consulting team members an additional fee to be agreed upon by the Client and Lose & Associates.

10. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Item 2 General Park and Roadway Construction Administration Services (Sub-Consultant Garver Engineering)

2.15 Construction Phase Services During the construction phase of work, Garver will accomplish the following for the specific items designed by Garver including the public portions of the Street, Drainage, Water and Sewer Infrastructure improvements:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Prepare for and attend a franchise utilities coordination meeting.
3. Attend monthly progress/coordination meetings with the Client/Owner/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 Client/Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
6. Provide coordination with the construction materials testing firm.
7. Review the Contractor's progress payment requests based on the actual quantities of streets and drainage items completed and accepted, and make a recommendation to the Owner 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.
8. Prepare and furnish record drawings of the public portions of the Street and Drainage System.
9. Provide part-time resident construction observation services for 210 of the 512-calendar-day construction contract performance time. The proposed fee is based on approximately 4 hours per day, 5 days per week, during 210 of the 512-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Client wishes to

increase the time or frequency of the observation, the Client will pay Garver an additional fee agreed to by the Client and Garver.

10. When authorized by the Client/Owner, 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 Client will pay Garver an additional fee to be agreed upon by the Client 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 Client/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,

Summary of Services:

The Lose team will endeavor to protect the Client and Owner against defects and deficiencies in the work of the Contractor(s); but the Lose team 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 the Lose team observes that the Contractor's work does not comply with the construction contract documents, the Lose team will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. The Lose team will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Lose team representatives will notify the Client and Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken. 2.15 Project

Deliverables:

The following additional items will be submitted to the Client/Owner, or others as indicated, by Lose & Associates:

1. Two copies of approved shop drawings/submittals from the Contractor.
2. One hard copy set of Record Drawings.
3. Electronic files as requested.

**APPENDIX B CITY OF FAYETTEVILLE, FAYETTEVILLE REGIONAL PARK Phase 1 - AMENDMENT 2
CONSTRUCTION PHASE SERVICES WORK TASK FEES SPREADSHEET**

See attached spreadsheet for project hour for construction administration activities.

APPENDIX B – Hourly Rates

LOSE & ASSOCIATES, INC.

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

Professional Services Hourly Rate

Principal LA/President	\$185.00	
Principal I/Vice President/E5	\$198.00	
Principal II/Vice President/E4	\$163.00	
Sr. Environmental Biologist/E3	\$140.00	
E2	\$116.00	
E1	\$100.00	
T-1	\$ 81.00	
C-2	\$ 124.00	
Consultant Architect	\$125.00	
Electrical Engineer PM.....		\$150.00
Principal Civil, Division Director, President Emeritus/P2		\$137.00
Senior Landscape Architect, Architect, and Engineer/P1		\$108.00
Certified Park & Recreation Specialist		\$100.00
Engineer Specialist/Project Coordinator, Electrical Designer		\$ 90.00
Landscape Architect I, Architect I, Engineer I, Project Manager I.....		\$ 90.00
T-2.....		\$ 86.00
Landscape Architect II, Architect II, Engineer II, Project Manager II		\$ 80.00
Land Planner I, Intern Architect I, Engineer in Training I		
GIS Specialist I, Assistant Graphic Designer I T-1		\$ 76.00
Land Planner II, Intern Architect II, Engineer in Training II		
GIS Specialist II, Assistant Graphic Designer II.....		\$ 70.00
Technician		\$ 65.00
Corporate Controller		\$ 65.00
Marketing Director		\$ 60.00
Assistant Accounts Manager, Administrative Assistant I		\$ 45.00
Administrative Assistant II		\$ 35.00

Reimbursable Expenses

Prints	cost + 15%
Postage and Shipping	cost + 15%
Copies	cost + 15%

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt.

Fayetteville Regional Park Phase 1 Construction Administration								
Fee Schedule								
	E-5	E-4	E-3	E-2	E-1	T-1	C-2	TOTAL
	\$198.00	\$163.00	\$140.00	\$116.00	\$100.00	\$81.00	\$124.00	
Item 1. General Park Development and Architectural Construction Administration								
Issue a Notice to Proceed letter to the Contractor.								
Prepare for and attend a preconstruction meeting with the contractor and city officials.								
Attend monthly progress/coordination meetings with the Client/Owner/Contractor. (17)								
Evaluate and respond to construction material submittals and shop drawings.								
Issue instructions and necessary clarifications (respond to RFIs) regarding the construction contract documents.								
Provide coordination with the construction materials testing firm.								
Review the Contractor's progress payment requests.								
Maintain a set of working drawings and prepare and furnish record drawings.								
Prepare change orders construction contract documents.								
Final project inspection, prepare punch list, review final project closing documents, and submit final pay request								
One year warranty walkthrough								
Four site visits for trouble shooting								
LOSE & ASSOCIATES TEAM HOURS	0	0	0	0	0	0	0	1021
LOSE & ASSOCIATES TEAM FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$131,325.00
Item 2. General Park and Roadway Construction Administration Services								
Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.	3				6		12	
Prepare for and attend a franchise utilities coordination meeting.			8		12			
Attend monthly progress/coordination meetings with the Client/Owner/Contractor.	12				40		40	
Shop drawings road			4		20			
Resident construction observations for public infrastructure (150days 4 hours per day)							600	
General coordination with client and city (8 hours per month)	20		12		80			
Issue instructions and necessary clarifications (respond to RFIs) regarding the construction contract documents.	8		10		30			
Onsite meetings	20		20		30		30	
Provide coordination with the construction materials testing firm.					10		24	
Review the Contractor's progress payment requests.					30		12	
Prepare change orders.	4		16		20		20	
Final project inspection, prepare punch list, review final project closing documents, and submit final pay request	4		4		12		16	
Record drawing			2		8	16		
Subtotal Civil Engineering	71	0	78	0	298	16	754	
Structural Engineering								
Response to inquiries			12					
Shop drawing review/submittals			18					
Onsite inspections(2)			16					
Subtotal Structural Engineering			46					
Mechanical Engineering								
Response to inquiries		12						
Shop drawing review/submittals		16						
Onsite inspections(2)		16						
Subtotal Mechanical Engineering		44						
GARVER TEAM HOURS	71	44	124	0	298	16	754	1307
GARVER FEE	\$14,058.00	\$7,172.00	\$17,360.00	\$0.00	\$29,800.00	\$1,296.00	\$93,496.00	\$163,182.00
Total Fee Subtotal								
								\$294,507.00
Travel, Mileage, Printing, Shipping & Administrative Cost								
								\$27,630.00
TOTAL FEE								
								\$322,137.00