

City of Fayetteville Staff Review Form

2015-0471

Legistar File ID

10/20/2015

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

Chris Brown

10/7/2015

Recycling & Trash Collection /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests a Resolution to approve a contract with Benchmark Construction of NWA in the amount of \$3,373,506.91 for the construction of the Recycling and Trash Collection Facility Expansion, approval of a project contingency in the amount of \$150,000, approval of Change Order No. 1 to reduce the contract by \$298,732.00 to reflect value engineering items, and approval of a budget adjustment in the amount of \$1,461,465.00 to increase the project budget.

Budget Impact:

Various	Recycling & Trash Collection
Account Number	Fund
13021	SW Office & Transfer Station Expansion
Project Number	Project Title
Budgeted Item? <u>Yes</u>	Current Budget \$ 2,308,845.00
	Funds Obligated \$ 199,252.90
	Current Balance \$ 2,109,592.10
Does item have a cost? <u>Yes</u>	Item Cost \$ 3,074,774.91
Budget Adjustment Attached? <u>Yes</u>	Budget Adjustment \$ 1,461,465.00
	Remaining Budget \$ 496,282.19

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 20, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Dept. Director
Jeff Coles, Recycling and Trash Collection Division Head

FROM: Chris Brown, P.E., City Engineer *CB*

DATE: October 8, 2015

SUBJECT: **Approval of a Contract with Benchmark Construction of NWA for construction of the Recycling and Trash Collection Facility Expansion, approval of Change Order No. 1 reflecting value engineering items, approval of a project contingency budget, and approval of a budget adjustment**

RECOMMENDATION:

Staff recommends approval of a contract with Benchmark Construction in the amount of \$3,373,506.91 and a simultaneous change order reducing the contract amount by \$298,732.00 for construction of approximately 5450 square feet of new office space and approximately 2800 square feet of renovated space at the Recycling and Trash Collection Facility Expansion on Happy Hollow Road. A budget adjustment to provide adequate funding for the project is also recommended.

BACKGROUND:

The Recycling and Trash Collection Division is in need of expansion/improvements to their facility on Happy Hollow Road, to include expansion and improvements to their offices and transfer station building, parking areas, access drives, and other site elements. This expansion will provide additional office and meeting spaces for existing staff as well as provide for space for future expansion as the City continues to grow. The total expansion area is approximately 5450 square feet. The existing office area (approximately 2800 SF) will also be renovated. The expansion has been designed with the goal of LEED Silver Certification.

DISCUSSION:

Bids were received on September 10th; two contractors submitted bids, with Benchmark Construction providing the lowest responsive bid at \$3,373,506.91. This was approximately 12.5% above \$3 million in funds certified for the bid; therefore, staff began a value engineering process to identify items to remove from the contract to reduce the project amount. \$298,732.00 in reductions have been identified, as detailed in the attached Change Order No. 1. The value engineering items include removal of an aluminum walkway from the office area to

the recycling area that was to be used as an auxiliary walkway to avoid walking through the trash tipping floor to the recycling area, waiving dumpster fees to the contractor, and removing painting and landscaping items. (Painting and landscaping will be completed by City staff at a reduced cost.)

BUDGET/STAFF IMPACT:

This project will be funded from the Solid Waste Office and Transfer Station Expansion project in the Solid Waste Fund. The total project cost, including engineering and architectural fees, construction, furnishings and equipment, and contingency, is \$4,134,463. This is compared to the \$3.5 million estimated cost when the project began. This increase is due to higher than anticipated construction bids. The higher bids received on this project are indicative of a tight construction market, which has resulted in fewer bidders and higher bids on multiple City projects over the past several months. Bids on this project are some 50% higher than initial planning estimates when the design of the project began.

Current funds available in the project total approximately \$2.1 million. The proposed budget adjustment includes reallocation of funds remaining in the following capital projects to increase the Solid Waste Office & Transfer Station Expansion project:

- \$480,330.00 from the Compost Site Slab Expansion project
- \$31,829.00 from the Westside Recycling Drop Off Facility project
- \$591,000.00 from the Recycling Drop Off Facility (North/Central) project
- \$40,000.00 from the Solid Waste Madvac project.

\$318,306.00 is also requested from Recycling & Trash Collection Fund reserves for a total project increase of \$1,461,465.00. As detailed above, approximately \$827,000 of this budget adjustment is for the purpose of fully funding the project to the \$3.5 million budget level, and approximately \$634,000 represents the increase over the \$3.5 million budget to the current estimate of \$4.1 million.

Attachments:

Contract with Benchmark Construction
Change Order No. 1 with Benchmark Construction
Budget Adjustment
Purchase Order Request
Exterior elevation and interior floorplan drawings
Bid Tabulation

AGREEMENT

AGREEMENT BETWEEN CITY OF FAYETTEVILLE AND CONTRACTOR

THIS AGREEMENT is dated as of the ____ day of _____ in the year ____ by and between the **CITY OF FAYETTEVILLE** and **BENCHMARK CONSTRUCTION OF NWA, INC., hereinafter called CONTRACTOR.**

1. The **CONTRACTOR** shall commence and complete all Work as specified or indicated in the Contract Documents. The **WORK** is generally described as follows:

Transfer Station and Material Recovery Facility Expansion – Contract Section 1: Office Building & Site Improvements, located at 1560 Happy Hollow Road, consisting of the following work: Approximately 2,800 square feet of renovated space and approximately 5,200 square feet of new construction, with associated parking, drives, landscaping, and all other items as detailed and specified for a complete installation.

2. The **CONTRACTOR** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and agrees that the **WORK** will be Substantially Completed and placed in service within Three Hundred sixty (360) calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within three hundred ninety (390) calendar days after the date when the Contract Times commence to run. The **CONTRACTOR** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **\$1,500** for each calendar day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500** for each day that expires after the time specified above for completion and readiness for final payment.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein as shown in the **BID PROPOSAL**.
5. The term **CONTRACT DOCUMENTS** shall mean and include the following:
 - 5.1 Invitation to Bid
 - 5.2 Instructions to Bidders

be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 8.3. City of Fayetteville and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.
- 8.5. Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.
- 8.6. **Freedom of Information Act.** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, Contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- 8.7. This contract must be interpreted under Arkansas Law.
- 8.8. The Project has been designed by McGoodwin, Williams and Yates, Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to City of Fayetteville and Engineer, and two counterparts have been delivered to Contractor. All portions of the Contract Documents have been signed, initialed, or identified by City of Fayetteville and Contractor or identified by Engineer on their behalf.

OWNER

CONTRACTOR

CITY OF FAYETTEVILLE

BENCHMARK CONSTRUCTION OF NWA, INC.

BY _____
Mayor Lioneld Jordan

BY Stephen Smith, CEO
Stephen Smith, CEO

ATTEST _____

ATTEST Brenda L. Larsen

Address for giving notices:
113 W. Mountain
Fayetteville, AR 72701

Address for giving notices:
333 W. Poplar, Suite A
Fayetteville, AR 72703

License No. 0033500416

Agent for service of process:

Stephen Smith, CEO

(If **CONTRACTOR** is a corporation, attach evidence of authority to sign.)

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Project: Transfer Station and Materials Recovery Facility Expansion	Owner: City of Fayetteville	Owner's Contract No.: Bid #15-44
Contract: Contract Section I – Office Facilities and Site Improvements	Date of Contract: October 20, 2015	
Contractor: Benchmark Construction of NWA, Inc.	Engineer's Project No.: FY-355	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Scope reduction from value-engineering process as itemized in the attachment.

Attachments (list documents supporting change):

Attachment to Change Order No. 1

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 3,373,506.91

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:

\$ 0.00

Contract Price prior to this Change Order:

\$ 3,373,506.91

Decrease of this Change Order:

\$ 298,732.00

Contract Price incorporating this Change Order:

\$ 3,074,774.91

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 360

Ready for final payment (days or date): 390

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:

Substantial completion (days): -0-

Ready for final payment (days): -0-

Contract Times prior to this Change Order:

Substantial completion (days or date): 360

Ready for final payment (days or date): 390

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): -0-

Ready for final payment (days or date): -0-

Contract Times with all approved Change Orders:

Substantial completion (days or date): 360

Ready for final payment (days or date): 390

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: October 8, 2015

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: October 8, 2015

ATTACHMENT TO CHANGE ORDER NO. 1
Transfer Station and Materials Recovery Facility Expansion
Contract Section I - Office Facilities and Site Improvements

Bid Item No.	Bid Item and Itemization of Changes	Cost Addition/ (Deduction)
3	Building Construction and Renovation	
	Deduct Painting of Renovated Spaces*	\$ (20,520.00)
	Substitute PVC for Cast Iron Pipe for Sewer Under Slab	\$ (3,000.00)
	Deduct Cast Iron Pipe Wrap	\$ (4,580.00)
	City Waive Dumpster Fees	\$ (17,389.00)
	Substitute Polished Concrete for Plank Flooring in Conf. Room	\$ 331.00
	Subtotal	\$ (45,158.00)
4 & 10	General Site Improvements and Heavy Duty Concrete Paving	
	Deduct Landscaping and Irrigation but Retain Sleeves	\$ (118,638.00)
	Deduct Truck Staging Concrete Paving (Bid Item 10) and Overlay Area	\$ (44,936.00)
	Subtotal	\$ (163,574.00)
11	Elevated Walkways	
	Deduct this Item in total	\$ (90,000.00)
	Subtotal	\$ (90,000.00)

Total Cost Deduction **\$ (298,732.00)**

*Painting includes tape and finishing of new and existing drywall where damaged; painting, staining and sealing of all wood base, trim and cabinets; exposed structural steel painting; repair existing finishes left in place and repair areas from demolition; caulking and wood filler; sealer for concrete floors (polished floor sealing by other sub); tackable surfaces

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov . Purchase shall not be made until an actual PO has been issued.							Requisition No.:	Date: 10/20/2015
							P.O Number:	

Vendor #: 68230	Vendor Name: Benchmark Construction of NWA	Mail <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Legistar#: 2015-0471
Address:		FOB Point:		Expected Delivery Date:
City:	State:	Zip Code:	Ship to code: 170	
Requester: Ginny Gundlach		Requester's Employee #: 2283		Extension: 3489

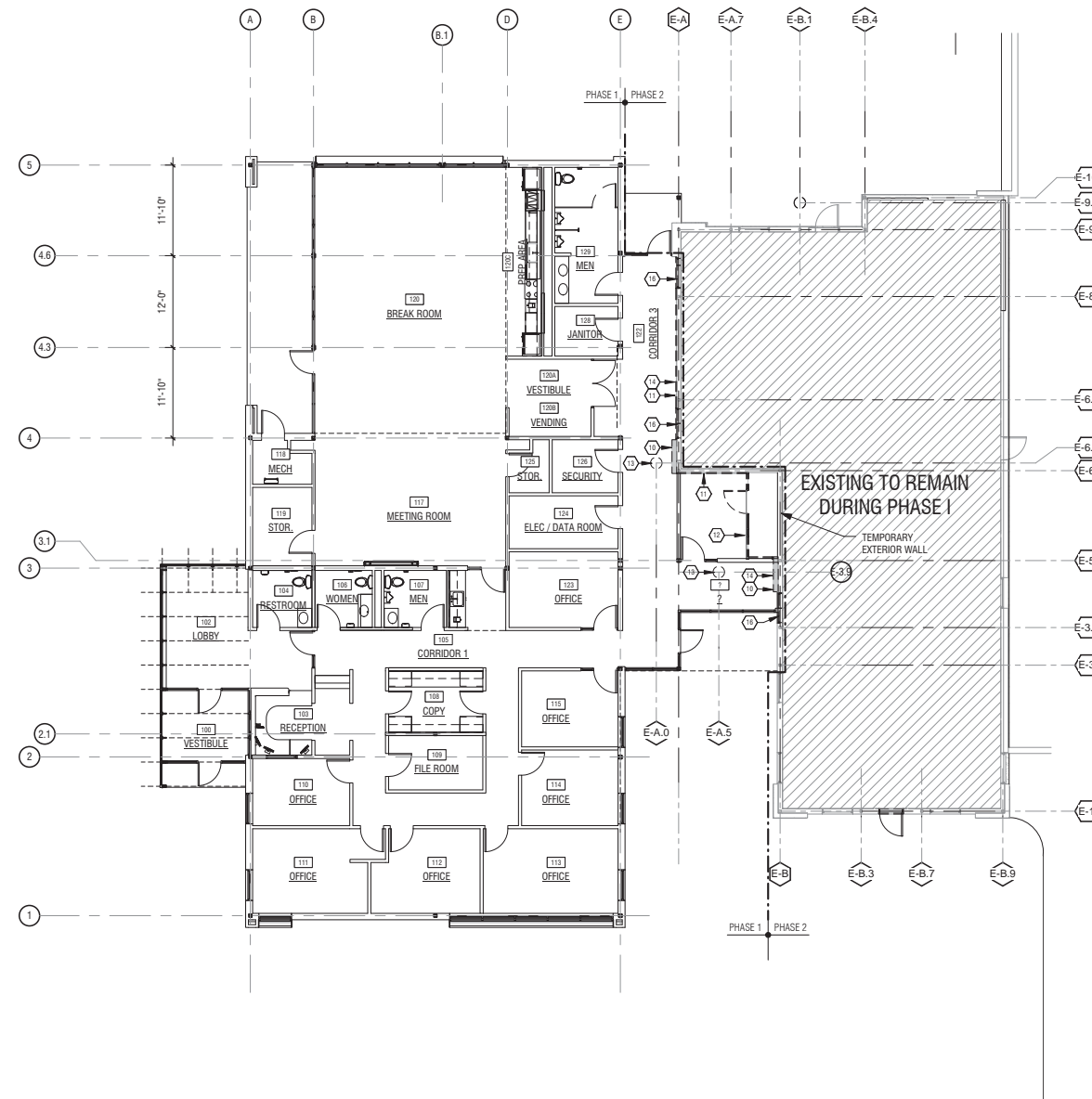
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Construction for RTC Expansion Project - Building Improvements	1	LOT	2,152,436.99	\$2,152,436.99	5500.5080.5804.00	13021 / 2000		6263
2	Construction for RTC Expansion Project - Site Improvements	1	LOT	922,337.92	\$922,337.92	5500.5080.5816.00	13021 / 1000		6264
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:	Subtotal: <u>\$3,074,774.91</u> Tax: <u>\$0.00</u> Total: <u>\$3,074,774.91</u>
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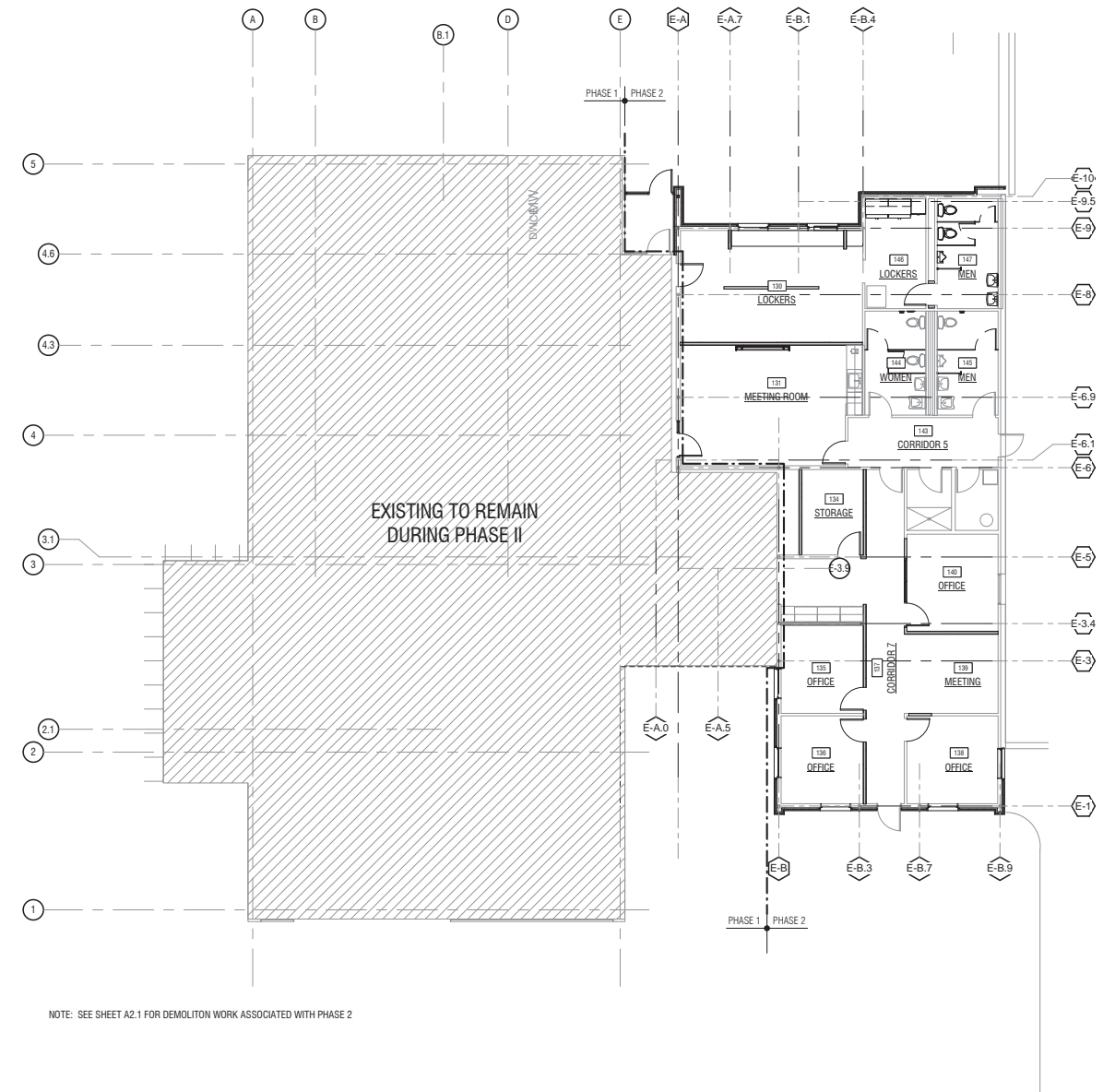
Approvals:

Mayor: _____	Department Director: _____	Purchasing Manager: _____
Chief Financial Officer: _____	Budget Director: _____	IT Director: _____
Dispatch Manager: _____	Utilities Manager: _____	Other: _____





1 CONSTRUCTION PHASING PLAN - PHASE 1
A1.1 3/32" = 1'-0"



NOTE: SEE SHEET A2.1 FOR DEMOLITION WORK ASSOCIATED WITH PHASE 2

2 CONSTRUCTION PHASING PLAN - PHASE 2
A1.1 3/32" = 1'-0"

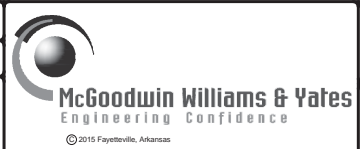
DEMOLITION KEYED NOTES:		DEMOLITION FLOOR PLAN LEGEND	
MARK	DESCRIPTION		
1	REMOVE EXISTING CABINETRY		TO BE DEMOLISHED
2	REMOVE ALL EXISTING FIXTURES/PARTITIONS IN BATHROOMS		EXISTING TO REMAIN
3	REMOVE EXISTING DOOR & DOOR FRAME		NEW
4	REMOVE EXISTING WALL		PHASE MATCHLINE
5	REMOVE EXISTING WINDOW & TRIM		
6	REMOVE EXISTING DRINKING FOUNTAIN		
7	REMOVE PORTION OF EXISTING WALL		
8	REMOVE EXISTING WALL FINISH AND ANY EXISTING WALL INSULATION. PREPARE STUDS FOR NEW FINISH AND INSULATION		
9	VERIFY CONDITION OF EXISTING STUD WALL TO BE RE-FINISHED, REPAIR AND REPLACE STUDS / TRACK AS REQ'D.		
10	REMOVE EXTERIOR BUILD-OUT PREPARE EXISTING EXTERIOR STUD WALL FOR NEW WORK AS REQUIRED.		
11	REMOVE EXISTING EXTERIOR METAL PANEL FINISH AND SHEATHING. PREPARE WALL FOR NEW FINISHES AND INSULATION. PROVIDE TEMPORARY WEATHER BARRIER WHERE NEEDED.		
12	REMOVE EXISTING STOREFRONT		
13	REMOVE EXISTING CANOPY STRUCTURE. PROVIDE TEMPORARY EXTERIOR ENCLOSURE. SEE STRUCTURAL.		
14	REMOVE EXISTING PARAPET, PROVIDE TEMPORARY ENCLOSURE AND SUPPORT FOR ROOFING		
15	REMOVE EXISTING WINDOW, PREPARE OPENING FOR NEW WORK OR REPLACEMENT WINDOW		
16	REMOVE EXISTING WINDOW		
17			
18			
19			
20			

GENERAL DEMOLITION NOTES:
 1. EXISTING BUILDING IS TO REMAIN IN OPERATION DURING THE CONSTRUCTION OF PHASE 1. OCCUPANTS TO MOVE INTO PHASE 1 TO ALLOW FOR PHASE 2 RENOVATION WORK TO TAKE PLACE. BOTH PHASES WILL REQUIRE THAT THE OCCUPIED PORTION OF THE BUILDING REMAIN ACCESSIBLE TO THE PUBLIC.
 2. SEQUENCE REMOVAL OF EXISTING EXTERIOR COMPONENTS TO MINIMIZE TIME THAT BUILDING WILL BE EXPOSED TO WEATHER, PROVIDE TEMPORARY WALLS, SHEATHING, WEATHER BARRIERS AND FLASHING WHERE REQUIRED TO KEEP THE OCCUPIED BUILDING AIR/WEATHERTIGHT.

REV	DATE	BY	DESCRIPTION

PRELIMINARY -
NOT FOR
CONSTRUCTION

DESIGNED LF	DRAWN LF
CHECKED DP	
PLANS NO. FY355CS1	



RECYCLING AND TRASH OFFICES	STRUCTURE NO.
CONSTRUCTION PHASING PLAN-SEQUENCE	SHEET NO. A1.1

