

City of Fayetteville Staff Review Form

2018-0170

Legistar File ID

4/3/2018

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

Mike Reynolds

3/16/2018

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution to approve a contract with Dewberry, Martin and Martin Consulting Engineers for a program space needs updates/verification of the 2005 Facilities Need Assessment for the Fayetteville Police Department (FPD) and a budget adjustment in the amount of \$19,900. This study will include departmental agency planning diagrams, an updated cost estimate coordination and the final space needs study report.

Budget Impact:

1010.200.2900-5315.00

General

Account Number

Fund

Police Facility Needs Assessment

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 19,900.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 19,900.00

Remaining Budget \$ -

V20180209

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



TO: Mayor Jordan
City Council

A handwritten signature in blue ink, appearing to read "Mike Reynolds".

FROM: Mike Reynolds, Deputy Chief of Police

DATE: March 16, 2018

SUBJECT: Approval of a Contract with Dewberry, Martin and Martin Consulting Engineers and budget adjustment

RECOMMENDATION:

Staff recommends a resolution to approve a contract with Dewberry, Martin and Martin Consulting Engineers for a program space needs updates/verification of the 2005 Facilities Need Assessment for the Fayetteville Police Department (FPD) and a budget adjustment in the amount of \$19,900. This study will include departmental agency planning diagrams, an updated cost estimate coordination and the final space needs study report.

BACKGROUND:

In 2005, the City of Fayetteville contracted for a space needs study for a new police headquarters building. At that time, the company contracted to provide the needs assessment identified a lack of appropriate space as an overriding concern. The 2005 space needs study indicated FPD's 2005 space need of 43,454 square feet and projected the 2025 space need to be 55,040 square feet. Current FPD space is 27,042 square feet. Lack of on-site parking, undersized office space, lack of meeting rooms, lack of storage space for equipment, insufficient lobby space, and lack of space for the public to give and/or receive discreet information were also listed as concerns specific to the police department in the initial study.

DISCUSSION:

The Fayetteville Police Department seeks the 2005 facilities needs assessment reviewed and updated with recommendations for current and future needs. The City of Fayetteville Purchasing Division supplied RFQ 18-01, Engineering and Architectural Services List of Proposals Received as of 01/31/2018, for review of City of Fayetteville approved companies for this service. The police department reviewed the nine companies that listed expertise of Structural Design with Emphasis of Police Stations. Dewberry listed the most extensive experience with police building projects, leading the police department to choose Dewberry for this project.

BUDGET/STAFF IMPACT:

Approval of attached budget adjustment in the amount of \$19,900 will use unreserved general fund balance for the cost of this contract. There is no impact on staffing related to this contract for Facility Needs Assessment Study.

Attachments:

Budget Adjustment

Contract – Dewberry, Martin and Martin Consulting Engineers



Dewberry Architects Inc.
25 S. Grove Avenue, Suite 500
Elgin, IL 60120-6400
847.695.5840
847.695.6579 fax
www.dewberry.com

Agreement for the Provision of Limited Professional Services

March 16, 2018

Mr. Greg Tabor
Chief of Police
Fayetteville Police Department
100 West Rock Street
Fayetteville, AR 72701

Re: Fayetteville Police Facility Needs Assessment Study Professional Services Proposal

Dear Chief Tabor:

Dewberry is pleased to submit this professional services fee proposal for the Fayetteville Police Facility Needs Assessment Study. Our scope of services will include the following items based on our recent discussions.

1. **Program Space Needs Updates / Verifications** to 2005 study confirming staff projections and space standards:
 - a. New Program Surveys will be distributed and filled out by specific departments as required to update current and future staff projections over a 20yr period for the intended new facility.
 - b. Dewberry will perform on-site staff interviews over 2 day period to review program needs for each department.
 - c. Follow-up conference call / WebEx's will be conducted to review and confirm program updates with each department
2. **Departmental adjacency planning diagrams:**
 - a. Dewberry will update the adjacency diagrams shown in Section 5 of the 2005 study to relate to the space program updates.
 - a. Dewberry will conduct on-site reviews of these diagrams over a 2 day period with each department.
3. **Updated cost estimate coordination:**
 - a. Dewberry will work with local cost estimator, Wooldridge Consulting Services, to prepare a conceptual Opinion of Probable Construction Cost (OPC) based on the program size and other information provided. Recent project bid figures of similar projects will be used as well as national estimating guides and local cost adjustment factors. The hard construction cost figures will be supplemented by a development cost factor, which will include some "soft" cost projections. The sum of these two cost figures will be the total project budget.
4. **Final Space Needs Study Report:**
 - a. Dewberry will combine all of the above information into a final report document and will provide (1) digital PDF copy as well as (2) printed copies of this report.

Proposed Schedule

Dewberry anticipates starting this study upon Council approval on April 3rd with a completion date target of July 2nd.

Proposed Project Team

Dewberry is submitting this proposal as the prime consultant ready to perform all the tasks within the study scope as described within this agreement. We are planning on two (2) multi-day on-site work session trips in the course of this study. We also plan to utilize WebEx and conference calling methods to communicate information when necessary anytime during the study.

Proposed Fees

Feasibility Study Compensation:

The scope of services included in this proposal will be completed for a not to exceed fee of Nineteen Thousand Nine Hundred Dollars (\$19,900) including reimbursable expenses. The anticipated fee break downs are as follows:

- The cost estimate by Wooldridge Consulting Services will make up about \$1500 of the fee.
- The travel expenses are anticipated not to exceed \$2400 of the \$19,900 max fee. (We'll try to combine 1 of the trips with our Springdale project if possible.)
- This will leave a minimum of \$16,000 of fee for the remainder of the study scope.

Reimbursable Expenses:

Reimbursable expenses are included above.

Additional Services:

On an hourly basis per the attached Dewberry Hourly Rate Schedule, Dewberry may provide additional services as mutually agreed upon by written request from the Owner.

Miscellaneous Provisions

If this proposal is satisfactory, please sign where indicated and return an original as your acceptance of its terms and as our authorization to proceed.

Offered by:

Accepted by:

Brian Meade

3.16.2018

Signature

Date

Signature

Date

Brian Meade, AIA Principal

Printed Name/Title

Printed Name/Title

Terms and Conditions

The Client requests and authorizes Dewberry Architects Inc. to perform the services outlined in this agreement for the stated fee arrangement.

Standard of Care:

Services performed by Dewberry Architects Inc. under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the same locale practicing under similar circumstances and conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, and document or otherwise.

Access To Site:

Unless otherwise stated, Dewberry Architects Inc. will have access to the site for activities necessary for the performance of the services. PSA will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes between the Client and Dewberry Architects Inc. may be submitted to non-binding mediation. Client and Dewberry Architects Inc. agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.



Direct Expenses:

Dewberry Architects Inc.'s Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the Client's project, including, but not limited to, necessary transportation costs, meals and lodging, laboratory tests and analyses, telephone, printing, binding, postage and reproduction charges, all costs associated with outside consultants and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Dewberry Architects Inc.. A service charge of 0 percent will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Dewberry Architects Inc.'s compensation when invoicing Client.

Billings/Payments:

Invoices for Dewberry Architects Inc.'s services shall be submitted, at Dewberry Architects Inc.'s option, either upon completion of such services or on a monthly basis for all services rendered. Invoices shall be payable within 30 days after the invoice has been accepted. Invoices shall be itemized by hour and rate as reflected in the attached billing schedule.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Dewberry Architects Inc., its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Dewberry Architects Inc..

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and Dewberry Architects Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Dewberry Architects Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000. Such causes include, but are not limited to, Dewberry Architects Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated for convenience on 30 days' written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, Dewberry Architects Inc. will be paid for all authorized work performed up to the termination date.

Interpretation:

The law of the state of Arkansas shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

Attachment A**STANDARD HOURLY BILLING RATE SCHEDULE (see attached)**

Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$280.00
Architect I,II,III	\$85.00, \$100.00, \$115.00
Architect IV,V,VI	\$130.00, \$145.00, \$165.00
Architect VII,VIII,IX	\$185.00, \$200.00, \$220.00
Interior Designer I,II,III,IV	\$75.00, \$85.00, \$105.00, \$150.00
Engineer I,II,III	\$100.00, \$110.00, \$125.00
Engineer IV,V,VI	\$140.00, \$160.00, \$175.00
Engineer VII,VIII,IX	\$190.00, \$205.00, \$225.00
Other Professionals I, II, III	\$95.00, \$110.00, \$120.00
Other Professionals IV, V,VI	\$135.00, \$155.00, \$165.00
Other Professionals VII, VIII, IX	\$190.00, \$205.00, \$225.00
Technical	
Geographer/GIS I,II,III	\$85.00, \$95.00, \$105.00
Geographer/GIS IV,V,VI	\$115.00, \$135.00, \$150.00
Geographer/GIS VII,VIII,IX	\$180.00, \$200.00, \$220.00
Designer I,II,III	\$100.00, \$115.00, \$135.00
Designer IV,V,VI, VII	\$150.00, \$175.00, \$195.00, \$205.00
CADD Technician I,II,III,IV	\$70.00, \$85.00, \$95.00, \$115.00
Surveyor I,II,III	\$60.00, \$70.00, \$80.00
Surveyor IV,V,VI	\$100.00, \$105.00, \$120.00
Surveyor VII,VIII,IX	\$140.00, \$165.00, \$185.00
Other Technical I,II,III	\$60.00, \$80.00, \$100.00
Other Technical IV, V, VI	\$115.00, \$130.00, \$150.00
Construction	
Construction Professional I,II,III	\$120.00, \$135.00, \$155.00
Construction Professional IV,V,VI	\$180.00, \$200.00, \$215.00
Inspector I,II,III	\$80.00, \$95.00, \$110.00
Inspector IV,V,VI	\$130.00, \$140.00, \$155.00
Administration	
Admin Professional I,II,III,IV	\$65.00, \$85.00, \$100.00, \$110.00
Non-Labor Direct Costs	Cost + 15%

COMPANY CONFIDENTIAL AND PROPRIETARY

