COUNTY AGENDA REQUEST

Department:	Fire and EMS	Presenter(s):	M. Allen McCullough
Meeting Date:	Thursday, January 24, 2013	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's request to amend an architectural, engineering, and interior design services contract with The Howell Group by approving Change Order #1, in the amount of $4,800.00, and authorization for the Chairman to sign the Change Order contingent upon the County Attorney's review.

Background/History/Details:

On April 12, 2012, the Board of Commissioners awarded a contract for architectural, engineering, and interior design services for replacement of Fire Station #3 to The Howell Group, in the amount of $98,000.00.

It has been determined that a Stormwater Management Report must be prepared and provided to the Town of Tyrone so that they can issue a Stormwater Permit, before construction of the new facility begins. This report was not included in the original contract, and it requires two steps: 1) A topographic survey and soils report and 2) Completion of the Stormwater Management Report.

This request is to approve Change Order #1 which calls for additional services including architectural and civil engineering for a stormwater management report.

What action are you seeking from the Board of Commissioners?

Approval of staff's request to amend an architectural, engineering, and interior design services contract with The Howell Group by approving Change Order #1, in the amount of $4,800.00, and authorization for the Chairman to sign the Change Order contingent upon the County Attorney's review.

If this item requires funding, please describe:

Funds are available within Capital Project Account (37530550-521316 0550A).

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Yes	Reviewed by Legal	
Approved by Purchasing	Yes	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

The Howell Group has agreed to reduce the Change Order's proposed adjustment cost from $5,400.00 to $4,800.00.

Fayette County GEORGIA

Where Quality Is A Lifestyle

To: Board of Commissioners
Steve Rapson

From: Ted L. Burgess

Date: January 18, 2013

Subject: Addendum to Contract #817 – Architectural Services for Fire Station #3

On April 12, 2012 the Board awarded a contract to the Howell Group. The contract is for architectural, engineering, and interior design services for replacement of Fire Station #3 in Tyrone. The contracted amount was $98,000.

It has been determined that a Stormwater Management Report must be prepared and provided to the Town of Tyrone, so that they can issue a Stormwater Permit, before construction of the new facility. This work had not been included in the original contract. It requires two steps:

1. *A topographic survey and soils report:* A survey of the construction site had been completed in 2010. However, since a pond on adjacent property would be used for water runoff detention, an additional topographic survey and soils report for the adjacent property was needed. This work is nearly completed.

2. *Completion of the Stormwater Management Report:* Using the topographic survey and soils report as a basis, the Howell Group can do the architectural and civil engineering work that will complete the Stormwater Management Report. With Board approval, the Purchasing Department will prepare an addendum that adds $4,800 to the contract for this purpose.

Fire and Emergency Services recommends that the above action be taken. The Purchasing Department supports their recommendation.

the HOWELL Group Inc.

Contract Date: 05/22/12

ARCHITECTURAL SERVICES CHANGE ORDER #1 **Change Order Date:** 11/28/12

Owner: Fayette County Board of Commissioners

Architect: The Howell Group, Inc.

Project: Fayette County Fire Station No. 3
Fayette County, Georgia

The Architect is directed and authorized to perform the work as described below:

Item #1: Additional services including the architectural and civil engineering for a stormwater management report as required by Fayette County.

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1. By this Change Order the proposed adjustment to the Contract Sum is:

   Lump Sum increase of 1.2 x $4,500.00 =.....$5,400.00

   (See attached **Exhibits 1 & 2**)

2. The Contract Time is to be adjusted. The adjustment is an increase of 21 calendar days.

THIS DOCUMENT IS NOT VALID UNLESS SIGNED BY THE OWNER, PROFESSIONAL, AND GENERAL CONTRACTOR

PROFESSIONAL	OWNER
THE HOWELL GROUP, INC. 965 Piedmont Road NE – Suite 100 Marietta, Georgia 30066	FAYETTE COUNTY BOARD OF COMMISSIONERS 140 Stonewall Avenue West Fayetteville, Georgia
Name/Title: William W. Howell, President	Name/Title:
Signature:	Signature:
Date: November 28, 2012	Date:

PROPOSAL# P817

EXHIBIT '2'

PRICING SHEET
FOR THE ARCHITECTURAL, ENGINEERING AND INTERIOR DESIGN OF A FIRE STATION

DESCRIPTION	TOTAL PROPOSED AMOUNT
ARCHITECTURAL, ENGINEERING AND INTERIOR DESIGN OF A FIRE STATION	$ 98,000.00

We will provide additional services, if requested by the Owner, on an hourly basis as follows:

Principal	$145.00 per hour
Registered Architect	$130.00 per hour
Senior Architect/Interior Designer	$110.00 per hour
Interior Designer	$ 95.00 per hour
Intern Architect	$ 85.00 per hour
Clerical	$ 60.00 per hour
Engineering	1.2 times amount invoiced

STATE PAYMENT TERMS Monthly invoice due 30 days without interest.

STATE TIME NEEDED TO COMPLETE THE WORK AFTER NOTIFICATION OF AWARD:

Schematic Design Phase:	30 calendar days
Design Development Phase:	30 calendar days
Construction Documents Phase:	30 calendar days
Bidding & Negotiations:	45 calendar days
Construction:	300 calendar days

STATE LENGTH OF TIME AFTER PROPOSAL OPENING THAT PROPOSAL PRICES

SHALL BE HELD FIRM: 120 calendar days DAYS.

COMPANY NAME The Howell Group, Inc.

EXHIBIT '1'

FALCON DESIGN CONSULTANTS

ENGINEERING • SURVEYING • LAND PLANNING

WWW.FALCONDESIGNCONSULTANTS.COM

October 16, 2012

Mr. William W. Howell, A.I.A.
The Howell Group, Inc.
965 Piedmont Road, NE
Suite 100
Marietta, GA 30066

RE: Stormwater Management Proposal
Fayette County Fire Station

Dear Mr. Howell:

Falcon Design Consultants is pleased to submit this proposal for your consideration for the referenced site. The following is our proposed scope of services.

Project Scope & Fees

1. **Topographic Survey:** DELETE ~~$2,000.00~~

   Field run topographic survey of ~~approximately +/-~~ 4 acre adjacent pond area and resolution of adjacent property line with Sandy ~~Creek High~~ School.

2. **Stormwater Management Report:** **$4,500.00**

   Study the adjacent pond and produce a comprehensive report to comply with City of Tyrone and Fayette County stormwater requirements.

3. **Geotechnical Analysis of Existing Pond Dam*:** DELETE **$2,245.00**

   - Drilling a total of three (3) soil test borings to a depth of twenty (20) feet below the existing ground surface at the embankment area for the pond.
   - Sampling and testing of the subsurface materials and observations of the groundwater conditions on the site to depths that would notably impact or be affected by the foundation system.
   - Identification of the physical and engineering characteristics of the subsurface materials during the sampling and testing.
   - Each boring will be backfilled with bentonite chips to prevent seepage in the test boring locations.
   - Recommendations related to earthwork and site construction activities and any remediation that is required.

   The results of the field exploration and testing will be used in the engineering analysis and in the formulation of the recommendations. The results of the geotechnical exploration, including the recommendations and the data on which they are based, will be presented in a written report prepared by a registered professional engineer.

   **Work to be provided by Grounded Engineering Services, LLC.*

Contract Conditions

If, during the course of work, the Client finds it necessary to terminate the work, the work will stop by the Consultant upon written notification from the Client. The Client will pay for the services and expenses incurred to the point of termination based on the Consultant's estimate of the percentage of work complete.

Invoices for work completed will be submitted at the beginning of each month for work performed the previous month. All invoices are net due in 30 days. In the event that an invoice is not paid within 30 days the Consultant reserves the right to stop work after notifying the client in writing, until such outstanding invoices are paid in full.

2010 Avalon Parkway, Suite 300
McDonough, GA 30253
Ph: 770 389-8666 * Fax 770-389-8656

The Consultant reserves the right to terminate or suspend all work for the Client with verbal or written notice if unpaid undisputed invoices are greater than 30 days past due.

Additional services, which are not included in this proposal as defined by the scope of work, will be treated as extra work. The client will be given notice of any additional services needed to complete the project. The client must approve additional work in writing before the work is begun.

It is agreed that the Consultant's professional services do not extend to or include the review or site observation of the Construction Contractor's work or performance. It is further agreed that the Client will defend, indemnify, and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments and expenses, including all attorney fees and costs of defense or other costs involved arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the Contract Documents. The Consultant agrees to be responsible for the negligent acts, error or omissions of the Consultant's own employees. The Client agrees that the liability of Falcon Design Consultants, LLC resulting from any negligent acts, errors and/or omissions of Falcon Design Consultants, LLC is limited to the total fees actually paid by the Client to Falcon Design Consultants, LLC for services rendered.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

If you are in agreement with the terms of this proposal, please execute the agreement by signing below and returning one copy for our files.

Sincerely,
Falcon Design Consultants, LLC

John Palmer
Planning Director

Adam L. Price, P.E.
Managing Partner

Accepted and Agreed:

_____
Signature

_____
Title

_____
Date

2010 Avalon Parkway, Suite 300
McDonough, GA 30253
Ph: 770 389-8666 * Fax 770-389-8656