



MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council

THRU: Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Ted Jack, Park Planning Superintendent
Susan Norton, Chief of Staff

FROM: Zach Foster, Park Planner II

DATE:

SUBJECT: **Staff recommends approving a contract with Halff Associates (RFQ 23-01 Addendum 2) for planning and design services for Combs White River Park for a fee of \$181,812.00 and a project contingency of \$5,000.00 and approval of a budget adjustment.**

RECOMMENDATION:

Staff recommends approving a contract with Halff Associates (RFQ 23-01, Selection 05) for planning and design services for Combs White River Park for a fee of \$181,812.00 and a project contingency of \$5,000.00 and approval of a budget adjustment.

BACKGROUND:

Plans for removing the dam on the West Fork of the White River are underway. This project, located at the end of East Pump Station Road, capitalizes on that work, creating a park area that enhances access to the river for swimming and paddling. Additionally, the park will offer picnic areas, a multi-use field that can be used for events such as hosting Earth Day celebrations, restrooms, parking, hard-surface and nature trails and other park infrastructure.

DISCUSSION:

Park staff have prepared a conceptual master plan that will guide initial work. Halff Associates is recommended to further plan the park, including hosting public meetings to gather feedback, prepare construction documents, assist in bidding, and construction administration.

BUDGET/STAFF IMPACT:

This project will be funded through the 2019 Phase Two Park Bond proceeds (4705.860.7590-5860.02) The \$5,000 project contingency is located in 4705.860.7590-5911.99. Funding for construction is anticipated to be included in the phase three bond funds.

ATTACHMENTS: 2023-1091 SRF Halff Associates Design Combs White River Park (#2), 2023-1091 BA Halff Associates Design Combs White River Park (#3), Contract and Scope - Halff - Combs Park (City Unsigned) (#4), RFQ 23-01, Submittal - Halff Associates (#5)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2023-1091

Staff recommends approving a contract with Halff Associates (RFQ 23-01 Addendum 2) for planning and design services for Combs White River Park for a fee of \$181,812.00 and a project contingency of \$5,000.00 and approval of a budget adjustment.

A RESOLUTION TO AUTHORIZE A CONTRACT WITH HALFF ASSOCIATES, PURSUANT TO RFQ 23-01, FOR PLANNING AND DESIGN SERVICES FOR COMBS WHITE RIVER PARK FOR THE AMOUNT OF \$181,812.00, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

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 authorizes Mayor Jordan to sign a contract with Halff Associates in the amount of \$181,812.00, pursuant to RFQ 23-01 for planning and design services for Combs White River Park, and further approves a project contingency in the amount of \$5,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on this ___ day of September, 2023 (the “Effective Date”), by and between the City of Fayetteville (the “City”), an Arkansas municipal corporation, and Halff Associates, Inc. (“Halff”), a Texas corporation with offices: Principal place of business is 1201 N. Bowser Rd., Richardson, TX 75801, Little Rock Office-10800 Financial Centre Parkway, Suite 500, Little Rock, AR 72211, Bentonville Office- 2407 South East Cottonwood Street, Bentonville, AR 72712. The City and Halff (collectively the “Parties”) desire to enter into an arrangement whereby Halff provides professional consultation services to the City under the terms set forth in **Exhibit “A” – Scope of Professional Services**.

1. **Purpose.** The purpose of this Agreement is to retain Halff’s professional consulting services to improve and develop Combs White River Park (the “project” or “project site”), a City-owned property. These improvements include creating white water features in the river, swimming/river access areas, picnic areas, river promenade access, nature trails, greenway and blueway access, a restroom facility, a multipurpose sports field and festival area, and considering how the now-existing pump house will be used in future phases.

2. **Scope of the Work.** The scope of work for this Agreement shall be as set forth in Exhibit A. Any modification to the scope of work outlined therein shall be prohibited unless the Parties have agreed to the modification in an advance writing.

3. **City’s Obligations.** The City agrees to timely fulfill the following obligations under this Agreement:

- a. Render all services and perform all duties contemplated by and outlined in Exhibit A.
- b. Furnish Halff with existing project-related information and data in its possession as is necessary for Halff to perform the services set forth herein.
- c. Promptly review all submittals put forth by Halff, including those made at thirty percent (30%), sixty percent (60%), and ninety percent (90%) completion of the project.
- d. Give Halff prompt notice when the City observes or becomes aware of any relevant, material defect or nonconformance in Halff’s services or if the City learns of any development that will affect the scope or timing of Halff’s performance.

4. **Halff’s Obligations.** Halff Associates, Inc. agrees to timely fulfill the following obligations under this Agreement:



- a. Render all services and perform all duties contemplated by and outlined in Exhibit A.
- b. Coordinate in good faith with the City for the mutual goal that the project is timely completed pursuant to the specifications set forth in Exhibit A.
- c. Prepare submittals for City-review upon completion of thirty percent (30%), sixty percent (60%), and ninety percent (90%) of the project.
- d. Immediately notify the City of any circumstances of which it is aware that may impact its ability to complete the project in a timely manner according to the specifications contained herein.

5. **Compensation.** The City agrees to compensate Halff for its services rendered in accordance with the fee schedule set forth in Exhibit A. To receive compensation, Halff shall submit to the City monthly invoices prepared in accordance with its standard invoicing practices. These invoices shall be payable upon receipt and shall include detailed receipts of all reimbursable expenses claimed by Halff, which may include the actual cost of presentation boards and design development drawings utilized in performance of the project. Unless otherwise addressed in this Agreement, the City, in its discretion, may determine what constitutes a reimbursable expense.

6. **Duration.** This Agreement shall commence on the Effective Date and extend until completion of the project. Completion of the project shall occur when construction for Combs White River Park has finished, the City has completed final inspection of the property, and the City has formally accepted the work.

7. **Schedule of Services.** Halff agrees to perform its services in a timely manner, consistent with the specifications set forth in this Agreement. The Parties anticipate that the project shall be completed in approximately five (5) phases, including a program development and public meetings phase lasting approximately six (6) weeks, a design development phase lasting approximately ten (10) weeks, a construction documents phase lasting approximately fifteen (15) weeks, a bidding assistance phase lasting approximately eight (8) weeks, and a construction phase lasting approximately twelve (12) months. Such schedule may also include a hydrologic and hydraulic analysis as needed.

8. **Modifications.** This Agreement shall not be modified, expanded, or restricted in any manner without advance written consent of both Parties, including approval by the Mayor and City Council on behalf of the City.

9. **Termination of Agreement.** This Agreement may be terminated at any time by either party upon giving thirty (30) calendar days written notice to the non-terminating party. If the agreement is terminated prior to completion, the amount of any partial payments due will be



determined by the City based on services then-rendered, the quality of work then-completed, the percentage of the project then-completed, and any other factors which the City may consider.

10. **Complete Agreement.** This Agreement, together with Exhibit A – Scope of Professional Services – contains the entire understanding between the Parties and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties regarding the subject matter.

11. **Assumptions.** The Parties enter into this Agreement based on no assumptions or predispositions beyond those expressly contained herein. The Parties do, however, agree to operate based on the following design infrastructure assumptions:

- a. That the existing cul-de-sac at the end of Pump Station Road shall be abandoned to develop a parking lot.
- b. That there is an existing water and sewer main along Pump Station Road that is available to the project site.
- c. That existing electric service is readily available to the project site.

12. **Late Fees/Penalties.** The Parties agree that the City shall not be responsible for paying any interest, penalty, or fee for what may be considered “untimely” payments under the Agreement.

13. **Limitation of Funding.** It is expressly agreed and understood that the City proposes a construction development budget of approximately \$2,400,000.00 for completion of this project. Halff will design to this budget.

14. **Freedom of Information Act.** Halff understands and acknowledges that municipal contracts and documents prepared in accordance with this agreement are subject to the Arkansas Freedom of Information Act (FOIA). *See Ark. Code Ann. § 25-19-101, et seq.* If a FOIA request is submitted to the City or Halff pertaining to this project, Halff agrees to take all necessary actions to promptly produce all relevant and responsive documents, as prescribed by Arkansas law. Halff further agrees that it may only assess legally authorized photocopying costs in responding to such a request.

15. **Claims against the City.** Halff agrees to hold harmless and indemnify the City from claims that may arise from Halff’s performance of the Agreement. However, nothing contained in this Agreement shall be construed as rendering Halff liable for the acts of the City, its representatives, agents, or employees.



CITY OF
FAYETTEVILLE
ARKANSAS

16. **Notice.** All notices sent pursuant to this Agreement shall be made to the following persons and addresses:

City of Fayetteville, Arkansas
Attn: Mayor Lionel Jordan
113 W. Mountain Street
Fayetteville, AR 72701
(479) 575-8330
mayor@fayetteville-ar.gov

Halff Associates, Inc.
Attn: Sally Horsey
10800 Financial Centre Parkway, Ste. 500
Little Rock, AR 72211
(501) 801-2690
shorsey@halff.com

17. **Successors and Assigns.** All successors, assignees, and representatives of the City and Halff are bound to the other party to fulfill the obligations set forth in this Agreement. However, neither party may assign, sublet, or transfer any right or interest under this Agreement without written consent of the other party.

18. **Jurisdiction.** The Parties agree that this Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Arkansas. The Parties further agree that Washington County, Arkansas is the proper venue and its Courts shall hear and decide any dispute arising under this Agreement.

19. **Severability.** If any term, provision, or condition of this Agreement shall be held to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on this Effective Date which shall occur when both parties have signed.

CITY OF FAYETTEVILLE, ARKANSAS

HALFF ASSOCIATES, INC.

By: _____
Lioneld Jordan, Mayor

By:  _____
Sally Horsey

Attest:

By: _____
Kara Paxton, City Clerk Treasurer

Date Signed: _____

EXHIBIT “A”

Scope of Professional Services

Submitted to the City of Fayetteville Parks and Recreation Department

Combs White River Park

Fayetteville, Arkansas

SERVICES TO BE PERFORMED BY THE CITY OF FAYETTEVILLE

Design Studies, Data, Criteria

- City of Fayetteville (CITY) to provide record drawings, maps, etc. of the pump station facility, if available
- Provide available information and studies on existing drainage areas on and off-site.
- Provide standard details and specifications as available for river-associated design to assist HALFF (CONSULTANT).

Agreements, ROW, Utilities

- Prepare and coordinate any required Licensing and/or Utility Agreements.
- Pay/waive all CITY filing, permit review, application, and inspection fees.

SCOPE OF WORK TO BE PERFORMED BY HALFF

Project Understanding

The purpose of the services proposed herein is to provide professional consulting services consisting of landscape architecture, civil engineering (storm drainage, utility design, parking lot design, and survey), structural engineering, MEP engineering, and hydraulic/hydrologic engineering necessary for the development of the Combs White River Park (the project). The project site is entirely within CITY-owned property (approx.132 acres) located at the termination of Pump Station Road. The park development is programmed and budgeted based on the master plan dated August 15, 2018.

The proposed improvements include white water features in the river, swimming/ river access areas, picnic areas/ river promenade, considering how the old pump house will be used in future phases, nature trails, greenway access, premanufactured rest room facility, multi-purpose sports field and festival area, greenway and blueway access. The park is proposed to be developed in one phase, consisting of the following general programmed elements.

Program:

- Multi-use field and event space
- Overlook promenade
- Pavilions
- Premanufactured restroom building
- Parking areas
- Boat launch
- Access to River Nature Trail and White River Park
- Pump house building (Coordination - no construction this phase)
- WCRC coordination
- Trails/Walking paths through the site
- Utilities

Project Master Plan



Construction Development Budget

A construction development budget phase is established at approximately \$2,400,000.00, by the CITY.

Infrastructure Design Assumptions

- Abandon the existing cul-de-sac at the termination of Pump Station Road to develop the parking lot
- Based on CITY GIS maps, there is an existing water and sewer main along Pump Station Road that is available to the site.
- Existing electric service to the site is readily available.

BASIC SERVICES

- The proposed basic services outlined below shall include the following professional design services: program development, design development, construction documents, bidding assistance, and construction phase services.
- Submittals for review will be prepared at 30%, 60%, and 90% completion.
- Public planning meeting during Design Development.

01: PROGRAM DEVELOPMENT and PUBLIC MEETINGS (±6 weeks)

The program development plans will further define the character and essentials of the project concept, including a description of the materials. This phase will include the following:

- Survey ±10 acres with topo and partial boundary/right-of-way line on the west side of the site to the edge of the waterline of the river.
- A field delineation to identify the limits of waters of the United States, including wetlands. A delineation memorandum will be prepared describing the methodology and results of the investigation, so that the memorandum may satisfy the jurisdictional determination requirements for permit requirements according to Section 404 if authorized by the City.
- Attend a kick-off meeting with the design team and CITY to identify project goals, schedules, and projected milestones. Meet with stakeholders for park-specific elements.
- Hold one public meeting for design input.
- Update the overall site master plan based on city and community input.

Note: Presentation boards and design development drawings are to be billed as reimbursable expenses.

02: DESIGN DEVELOPMENT (30%) (±10 weeks)

Half shall prepare design development drawings and a preliminary opinion of probable construction costs (OPCC) for complete improvements.

- Prepare a preliminary site and grading concept plan.
- Thirty percent design drawings

- Hold one public planning meeting at 50% Design development.

Hydrologic and Hydraulic Analysis (as needed)

Project Management

- Halff will conduct routine internal coordination meetings with staff.
- Halff will coordinate with the City of Fayetteville on meeting requirements and standards.
- Halff will coordinate with the City of Fayetteville to receive an updated Existing Conditions hydraulic model which incorporates ongoing planned stream restoration changes in West Fork White River.

Data Collection

- Halff will coordinate internally to utilize survey data for use in updating the hydraulic model.
- If needed, Halff will utilize the 2015 Washington County LiDAR to supplement areas outside of the surveyed sections.

Hydraulic Modeling

- *Proposed Conditions Model*
- Using the City of Fayetteville provided Existing Conditions Model, Halff will develop a Proposed Conditions model that incorporates the planned park renovations in the left descending overbank of the West Fork White River. This analysis will only consider the changes made to the overbank with regard to the park development. At this time, no changes will be made based on the planned stream restoration project.
- Changes to the model will be made in the area of the proposed development. This may include changes to the grading, over-bank land use, and inclusion of buildings as blocked obstructions.
- Halff will coordinate internally to utilize planned grading plans to incorporate changes in grading.
- Halff will coordinate internally, with the Client, and with the City of Fayetteville to ensure that the proposed development meets the No Adverse Impact requirements of the City of Fayetteville.
- If no rise in water surface elevation is achieved, then a No-Rise Certificate will be completed and included as part of the submittal package to the Client and to be submitted to the City of Fayetteville on the Client's behalf.

Reporting

- Upon completion of this analysis, Halff will prepare a report summarizing the methodologies and results of this analysis as well as work maps of the proposed development and floodplain.

Exclusions

- This analysis may result in the requirement to submit a Letter of Map Change with a Conditional Letter of Map Revision and a final Letter of Map Revision. This scope of work does not include time for preparing the documentation for a CLOMR or a LOMR.
- This scope of work only the proposed development in Combs Park which is in the left descending overbank of the West Fork White River. This analysis will utilize an existing HEC-RAS model that has previously incorporated planned stream restoration changes to West Fork White River and is provided by the City of Fayetteville.

03: CONSTRUCTION DOCUMENTS (±15 weeks)

Construction drawings to include the following information: general construction and project-specific notes, detailed grading of all areas except parking, coordination with WCRC, dimension control/layout, erosion/sedimentation/tree protection, site construction details, structural, and mechanical, electrical, plumbing, lighting plan, landscape plans/details. Plans and hydrologic/hydraulic reports will be used for approval and permitting with regulatory entities, bidding, and implementation of the project. This phase will include the following:

- Coordinate construction drawings with other team members.
- Prepare sixty percent (60%) construction drawings and OPCC including appropriate escalation factors and contingencies. (6 weeks)
- Review 60% of construction drawings and OPCC with CITY (1 meeting).
- Prepare ninety percent (90%) construction drawings, specifications, and OPCC including appropriate escalation factors and contingencies. (4 weeks)
- Review 90% of construction drawings, specifications, and OPCC with CITY and (1 meeting).
- Prepare final construction drawings, specifications, and reports, and update OPCC including appropriate escalation factors and contingencies.

Hydrologic and Hydraulic Analysis Report for Construction Documents

- Utilize the hydrologic and hydraulic models developed in the Design Development Hydrologic & Hydraulic Report for the Combs White River Park.
- Validate Construction Document plans incorporating storm runoff as required by the CITY criteria.
- Prepare a stand-alone Hydrologic & Hydraulic Analysis Report for Construction Documents.
- Submit Hydrologic & Hydraulic Analysis Reports for Construction Documents for CITY Public Works review.
- Prepare Small Site Stormwater Pollution Prevention Plan (SWPPP) document for the CONTRACTORS administration and oversight. Please note that if a Large Site SWPPP is found to be required, additional fees will be required.
- Respond to CITY development review comments (assume two iterations).

Corps of Engineers Permitting Assessment

- Utilize the 60% construction drawings to evaluate site alternatives according to the Section 404 nationwide permit (NWP) program. The permitting assessment will outline Section 404 permitting responsibility as appropriate for the ultimate design and be incorporated as a separate memorandum.
- This task does not assume the preparation and submittal of any Section 404 permit documents.

04: BIDDING ASSISTANCE (±8 weeks)

Upon CITY's approval and permitting of Construction Documents, Halff shall assist the City of Fayetteville with the bidding process. This will include the following services:

- Attend and assist the City of Fayetteville with a pre-bid conference (1 meeting).
- Address contractor RFI's, prepare and issue addenda as required.

05: CONSTRUCTION PHASE SERVICES (±12 months)

Halff shall assist the city of Fayetteville during the construction process. Halff shall endeavor to secure compliance by the contractor to the plans and specifications. Halff shall not be responsible for construction means, methods, techniques, sequences, or procedures concerning the work. Halff shall not be responsible for the contractor's errors, omissions, or failure to conduct the work per the contract documents. CITY will provide and pay for construction inspection and materials testing services. This phase will include the following:

- HALFF will administer the contract between CITY and CONTRACTOR.
- Attend and assist the city of Fayetteville at the pre-construction meeting (1 meeting).
- Construction observation – prepare field reports, review/approval of shop drawings, submittals, samples, and mock-ups (as required).
- Attend bi-monthly progress meetings. Estimate construction time 12 months (24 meetings).
- Attend substantial completion inspection(s) and walk-thru, issue punch list for incomplete items. (1 meeting).
- Attend and assist the city of Fayetteville with the final inspection for acceptance of the project (1 meeting).

EXCLUSIONS | ADDITIONAL SERVICES

The following services are not included within the scope of basic services unless previously discussed above. Should Halff be required to provide services in obtaining or coordinating the compilation of this information, such services shall be performed as Additional Services. Additional Services shall only be provided if previously authorized by the CITY.

Additional Services may include the following:

- Complete plan set submittals to CITY Public Works, Parks, and Planning Development Services for preliminary review and comments.

- Revisions to drawings previously approved by the CITY and regulatory entities due to changes in project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given, enactment or revision codes, laws, or regulations after the preparation of such documents.
- Preparation of phased bid package(s) with a reduced scope of items defined herein, including construction drawings and specifications.
- Public water main and sewer main extensions.
- Water and sewer capacity evaluations.
- Arkansas Department of Health (ADH) submittals.
- Detention and Water Quality feature design.
- Traffic impact analysis.
- Construction material testing.
- Independent cost estimating by a third party.
- Preparation of re-bid documents due to unsuccessful bids and value engineering.
- Reviewing and evaluating alternative designs proposed by contractors during construction.
- Construction Staking.
- Survey documents for easements.
- SWPPP submittal to ADEQ for review and approval.
- Services required after final acceptance of constructed work.
- Preparation of presentation materials for marketing or purposes other than in-progress approvals.
- Provide consultation, drawings, reports, and other work products related to permits, approvals, and ordinances not described in the scope of services.
- Providing professional services for the field selection of plant materials.
- Voice/Data System, Fiber Optic Network, Access Control/Security System, and Audio System design.
- Utility design or coordination for relocations, and extensions.
- FEMA CLOMR and/or LOMR preparation or submittal.
- Detailed Flood Plain analysis.
- Corps of Engineers permitting including document preparation and submittals.
- Corps of Engineers permitting preparation of NWP pre-construction notification or standard individual permit
- Informal or Formal coordination with the United States Fish and Wildlife Service
- Cultural resources field surveys
- Environmental services.
- Providing services other than those outlined in the scope of services.
- Architectural services.

FEE SCHEDULE

DESIGN

• Task 01: Program Development	\$ 12,640
• Task 02: Design Development	\$ 17,912
• <u>Task 03: Construction Documents</u>	<u>\$ 65,800</u>
	\$ 96,352
• Survey	\$ 17,000
• Hydrologic & Hydraulic Analysis (as needed)	\$ 16,000
• Wetlands Analysis (as needed)	\$ 6,000
• Geotechnical Services	\$ 5,700
• <u>MEP Services</u>	<u>\$ 8,800</u>
	<u>\$ 53,500</u>
	\$149,852

CONSTRUCTION* (to come from Phase III Bond)

• Task 04: Bidding Assistance	\$ 8,160
• <u>Task 05: Construction Administration</u>	<u>\$ 23,800</u>
	<u>\$ 31,960</u>

Total **\$181,812**

**Halff will not begin construction phase services until given notice to proceed by the City of Fayetteville.*

UNLESS OTHERWISE MODIFIED, PLEASE NOTE THAT THE SCOPE OF SERVICES DESCRIBED HEREIN SHALL REMAIN VALID AND CONTINUE IN EFFECT FOR NO MORE THAN (06) MONTHS, AT WHICH POINT SHALL TERMINATE UNLESS RENEWED IN WRITING BY THE CONSULTANT AND CLIENT.

ALL BUDGETS PREPARED WILL BE BASED ON CONCEPTUAL-LEVEL COSTS AND ARE INTENDED FOR BUDGETING PURPOSES. HALFF CANNOT GUARANTEE BUDGETS WILL RESULT IN BIDS OF EQUAL COSTS.