

**Special City Commission Meeting
Monday, February 9, 2015
Ford County Government Center
Rose Room
6:30 PM
Meeting # 9294**

CALL TO ORDER

ROLL CALL

NEW BUSINESS

1. Approval of the Site Development GMP and Executing the Contract contained in the Regional Water Park Site Development Package from McCownGordon.

ADJOURNMENT



Parks and Recreation

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

Memorandum

To: City Commissioners
Cherise Tieben, City Manager

From: Paul Lewis, Parks & Recreation Director 

Date: February 5, 2015

Subject: Water Park Site Development GMP

RECOMMENDATION: Staff recommends approving the Site Development GMP and executing the contract contained in the Regional Water Park Site Development Package from McCownGordon.

BACKGROUND: McCownGordon, the Construction Manager at Risk hired for the water park project, has been working closely with staff and the project design team to finalize design for the Water Park site improvements and develop a Guaranteed Maximum Price (GMP) for that work. Using project plans developed by SMH Consultants, McCownGordon has bid the project and is presenting the Site GMP for your consideration and approval.

The Site Development package contains the Project Descriptions, an Estimate Summary, the Contract Documents Log, Project Schedule, and the GMP Amendment to the Construction Manager contract.

Representatives from McCownGordon along with the design team, Water's Edge, SMH Consultants and The Architect will be in attendance to present the package and address any questions you have.

JUSTIFICATION: This project is necessary to support the development of the new Regional Water Park and the improvements anticipated with the Heritage STAR Bond project including the new hotel and RV Park. It provides roadway and drainage improvements required to facilitate construction for both projects.

FINANCIAL CONSIDERATIONS: These expenses are anticipated in the Heritage STAR Bonds project and will be funded from the bond proceeds associated with that project. Those funds are expected to be available this summer but it is necessary to proceed with the work now in order to meet the time schedule that will have the project complete by the required May 2016 target date. In the interim, other available funds will be used to cover these expenses and then reimbursed once the bond funds are received.

The budget for this project is \$1,607,000 and the GMP presented by McCownGordon is \$1,742,561. The GMP includes allowances for the soccer field irrigation and seeding, lighting

along the new access roads, additional work at the Wright Park entry bridge and others all outlined in the Site Package. Any savings realized from those allowances or if the cost of the work is reduced will be passed on to the owner and reduce the GMP amount. Additionally contingencies are provided in the Heritage STAR Bonds budget to cover any shortfalls from the original budget anticipated for this work.

The Site Development packages includes two alternates for your consideration. Alternate 1 is an add for \$147,018 which provides an additional 354 linear feet of concrete box along Park Street. The current design anticipates an open ditch from west of the water park site to the new drainage structure along the far west boundary of the site. This alternate would box in the channel all the way to the new drainage basin.

Alternate 2 is an add for \$171,456 which would construct a new 70 space concrete parking lot on the west end of the water park. That facility was anticipated in a second phase of the STAR Bonds project and provides additional parking capacity for the water park, zoo and any other Wright Park events.

PURPOSE/MISSION: This project is consistent with the City's Core Purpose of Ongoing Improvements. It begins the process for a transformation of downtown Dodge and through the water park and other developments, creates energy and new economy to support growth in the downtown area and throughout the community.

LEGAL CONSIDERATIONS: The included GMP contract is an anticipated amendment to the Construction Manager at Risk contract previously approved by the Joint City and County Commissions. The site development costs were anticipated to come from STAR bond funds and as such don't require County Commission approval. Legal Counsel has reviewed the agreement and approved it as to form.

ATTACHMENTS: McCownGordon Site Development Package



City of Dodge City

REGIONAL AQUATICS PARK SITE DEVELOPMENT PACKAGE



SITE DEVELOPMENT PACKAGE - BASE
February 9, 2015



GUARANTEED MAXIMUM PRICE (GMP)
9 FEBRUARY 2015

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PROJECT DESCRIPTIONS

REGIONAL AQUATICS PARK – SITE DEVELOPMENT PACKAGE

DODGE CITY, KS | 09 FEBRUARY 2015 | GMP

EXHIBIT B.

Executive Summary

The following Guaranteed Maximum Price (GMP) is for the site improvements work at the new Regional Aquatics Park to be located SW of the corner of Park Street and 4th Avenue in Dodge City, KS.

This estimate is based upon the following information:

DESCRIPTION	DESIGNER	DATED
Civil Drawings	SMH Consultants	01-08-2015
Geotechnical Report	Terracon Consultants, Inc.	10-06-2014
Addendum #1	SMH Consultants	01-21-2015
Addendum #2	SMH Consultants	01-26-2015

COST SUMMARY

Based on the provided documents, the cost to complete the work is:

SITE IMPROVEMENTS CONSTRUCTION SERVICES COST *\$1,742,561

*Reference accompanying GMP Summary for breakdown of cost and line item totals.

*Pricing included in this GMP is valid for a period of 30 days

Cost Options:

Option#1 – 354lf of RCB Storm Pipe in Lieu of Open V-Trench at north of site between the road and filter building access road	Add	+ \$147,018
Option#2 – West Parking Lot Addition with Concrete Paving	Add	+ \$171,456

Project Management

1. Project schedule and general conditions are based upon pool construction starting in accordance with the attached schedule. If pool construction is delayed cost impacts may be incurred.
2. General Conditions are included per our proposal dated November 5, 2014.
3. Preconstruction Services

Allowances

1. Site Lighting Allowance of \$25,000
2. Soccer Field Irrigation and Seeding Allowance of \$100,000
3. Misc. Landscape & Additional Seeding Allowance for site \$20,000
4. Winter Weather Allowance of \$10,000
5. A \$2,000 allowance has been included with this work for unforeseen conditions relating to the existing in-ground concrete wall to be removed
6. An allowance of \$29,080 is included to fill the void around the 5'x3' RCB under the bridge on 4th street to include 2ea 8" concrete head walls one the west end and one on the east end. The bridge void below will then be filled with flowable fill.
7. All described allowances above are subcontractor allowance amounts and subject to General Contractor markup.

Earthwork & Demolition

1. Demolition and removal of the existing maintenance building concrete slab and footings. It is assumed the maintenance building will be deconstructed and removed from the site by others no later than 5/22/15.

PROJECT DESCRIPTIONS

REGIONAL AQUATICS PARK – SITE DEVELOPMENT

DODGE CITY, KS

EXHIBIT B.

2. Temporary seeding for site as required per EPA code. This temporary seeding will include a mix of buffalo and common bermuda grass.
3. Haul, Spread and compact fill for site. All offsite fill is assumed to be used from the local river location at no cost for material to the contractor.

Asphalt Paving

1. Pavement striping for new parking stalls only. Restriping of existing pavement markings is not included.

Cost Option #2

1. This cost option is for the installation of the west concrete parking lot. This parking lot is assumed to be installed as a monolithic pour at the same time as the installation of the road concrete work.
2. This option includes a \$25,000 subcontractor allowance for site lighting associated with the parking lot which has not yet been designed.

General Items

1. General liability, builder's risk and subcontractor default insurance costs are included at our standard rates of 2.80% respectively on the total cost of the project
2. Payment & performance bonds are included at a rate of 0.90% of the total contract value.
3. This proposal includes a 3% Construction Contingency which is available for Contractor's exclusive use for costs that are incurred in performing the work that is not included in a specific line item or the basis for a Change Order under the Contract Documents. By way of example and not as a limitation, such costs include; trade buy out differentials, overtime, and acceleration. The Contingency is not intended to be used for any additions or changes in scope or any other item which would enable Contractor to increase the GMP under the Contract Documents.
4. Safety and first aid expenses are included
5. All necessary personal protective equipment is included
6. The contractor reserves the right to include, pay overtime and acceleration costs within the GMP as required to manage the schedule. The Date of Commencement of construction activities on-site shall be 30 calendar days after receipt of a notice to proceed and the executed GMP amendment. All necessary permits must be approved and issued 10 calendar days prior to the Date of Commencement.

Items not included:

- a. Unforeseen subsurface conditions and removal of underground structures
- b. All testing & special inspections
- c. Geotechnical services and related testing
- d. Taxes
- e. Architectural or engineering costs or services
- f. Tap fees, utility fees, park, traffic, impact or system development fees
- g. Building permits, plan review or inspection fees
- h. Owner operational costs
- i. Removal of hazardous materials. This includes, but is not limited to, contaminated soils, asbestos, lead paint, PCB's, etc.
- j. Costs associated with procurement of easements or right of ways and utility easements.
- k. Rock excavation
- l. Perimeter site fencing. Not required as per City representatives
- m. Traffic study and any related work (i.e. off-site improvements, acceleration / deceleration lanes, traffic signals, etc.) and any associated taxes, permits, fees, etc. as associated with this work.

PROJECT DESCRIPTIONS

REGIONAL AQUATICS PARK – SITE DEVELOPMENT

DODGE CITY, KS

EXHIBIT B.

McCownGordon Construction, L.L.C.

Hourly Rates for Construction, Administration & Supervision
July 1, 2014

Project Staff

Project Executive/Regional Manager	\$140.00
Sr. Project Manager	\$120.00
Pre-Construction Manager	\$120.00
Senior Estimator	\$113.00
MEP Manager	\$120.00
Estimator	\$59.00
Project Manager	\$90.00
BIM Specialist	\$80.00
Project Engineer	\$66.00
Project Coordinator	\$44.00
Safety Coordinator	\$54.00
Safety Director	\$112.00
General Superintendent	\$120.00
Superintendent	\$92.00
Asst. Superintendent	\$85.00

These rates are subject to change but by no more than 5% in a given six month period.

END OF PROJECT DESCRIPTIONS

GMP SUMMARY

REGIONAL AQUATICS PARK - SITE IMPROVEMENTS DEVELOPMENT PACKAGE | DODGE CITY, KS
09 FEBRUARY 2015

Site Improvements

Description	McCownGordon GMP 02/09/2015
Allowances	\$218,916
Surveying Services	\$29,647
Earthwork & Demolition	\$440,996
Asphalt Paving	\$193,021
Concrete	\$170,973
Sanitary Sewer	\$99,403
Storm Sewer	\$546,116
Water Line	\$43,489
Site Improvements GMP Total	\$1,742,561

Site Improvements Original Budget Amount **\$1,607,000**



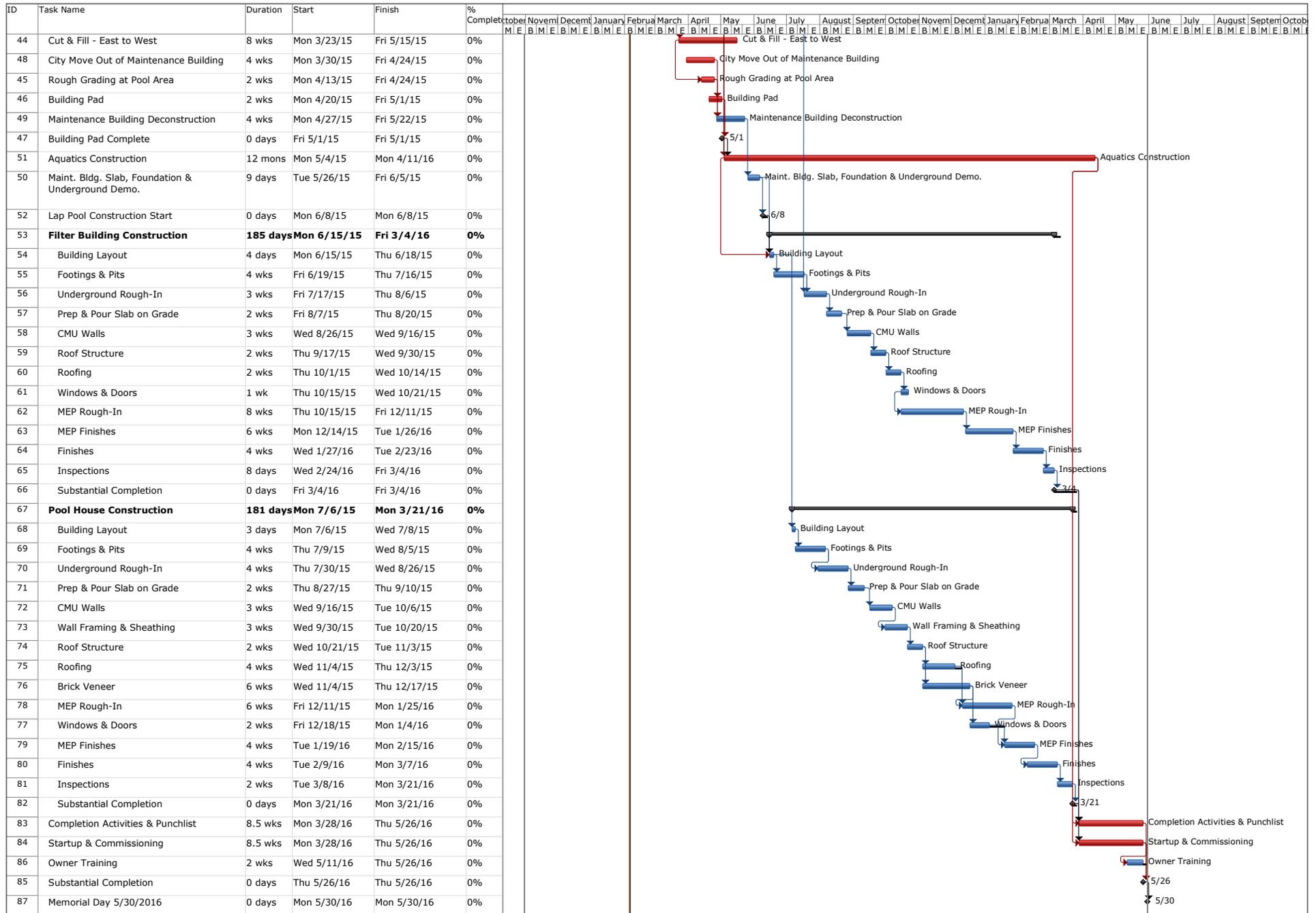
227 Blue Earth Place, Suite 205
Manhattan, KS 66502

EXHIBIT C:
Contract Documents

MGC Project No: 991597
Project Name: Dodge City Regional Aquatic Facility
Site Development Package

NUM	REV	TITLE	DATE	ADDENDUM #1	ADDENDUM #2	Architect/ Engineering Firms
Civil Drawings						
1		Title Sheet	1/8/2015			SMH Consultants
2		General Notes	1/8/2015			SMH Consultants
3		Horizontal and Vertical Control Plan	1/8/2015			SMH Consultants
4		Demolition Plan	1/8/2015			SMH Consultants
5		Overall Site Plan	1/8/2015	1/21/2015		SMH Consultants
6		Sanitary Sewer A Plan & Profile	1/8/2015			SMH Consultants
7		Sanitary Sewer B Plan & Profile	1/8/2015			SMH Consultants
8		Sanitary Sewer C Plan & Profile	1/8/2015			SMH Consultants
9		Sanitary Sewer Details	1/8/2015			SMH Consultants
10		Water Line A Plan & Profile	1/8/2015			SMH Consultants
11		Water Line Details	1/8/2015			SMH Consultants
12		Typical Sections	1/8/2015			SMH Consultants
13		Typical Sections	1/8/2015			SMH Consultants
14		Street Plan and Profile	1/8/2015			SMH Consultants
15		Street Plan and Profile	1/8/2015			SMH Consultants
16		Intersection Geometrics	1/8/2015			SMH Consultants
17		Intersection Geometrics	1/8/2015			SMH Consultants
18		Parking Lot 1 Horiz. & Vert. Plan	1/8/2015			SMH Consultants
19		Parking Lot 2 Horiz. & Vert. Plan	1/8/2015			SMH Consultants
20		Sidewalk Geometrics	1/8/2015			SMH Consultants
21		Access Road Geometrics	1/8/2015	1/21/2015		SMH Consultants
22		Paving Details	1/8/2015			SMH Consultants
23		Storm Sewer Plan & Profile	1/8/2015			SMH Consultants
24		Storm Sewer Plan & Profile	1/8/2015			SMH Consultants
25		Storm Sewer Plan & Profile	1/8/2015			SMH Consultants
26		Storm Sewer Plan & Profile	1/8/2015			SMH Consultants
27		Storm Sewer Plan & Profile	1/8/2015			SMH Consultants
28		Storm Sewer Plan & Profile	1/8/2015			SMH Consultants
29		Storm Sewer Details	1/8/2015			SMH Consultants
30		Storm Sewer Details	1/8/2015			SMH Consultants
30.1		Single 5'x3' RCB Details		1/21/2015		SMH Consultants
30.2		Flared Wingwalls Details		1/21/2015		SMH Consultants
30.3		Single 5'x3' RCB Details		1/21/2015		SMH Consultants
30.4		Flared Wingwalls Details		1/21/2015		SMH Consultants
31		Detention Pond Plan and Profile	1/8/2015			SMH Consultants
32		Detention Pond Plan and Profile	1/8/2015			SMH Consultants
33		Grading Plan	1/8/2015	1/21/2015		SMH Consultants
34		Soil Erosion & Sediment Plan	1/8/2015			SMH Consultants
35		Soil Erosion & Sediment Details	1/8/2015			SMH Consultants
36		Soil Erosion & Sediment Details	1/8/2015			SMH Consultants
37		Soil Erosion & Sediment Details	1/8/2015			SMH Consultants
38		Cross Sections	1/8/2015			SMH Consultants
39		Cross Sections	1/8/2015			SMH Consultants

40		Cross Sections - North Pond	1/8/2015			SMH Consultants
41		Cross Sections - North Pond	1/8/2015			SMH Consultants
42		Cross Sections - South Pond	1/8/2015			SMH Consultants
43		Cross Sections - South Pond	1/8/2015			SMH Consultants
44		Cross Sections - South Pond	1/8/2015			SMH Consultants
45		Cross Sections - South Pond	1/8/2015			SMH Consultants
46		Cross Sections - South Pond	1/8/2015			SMH Consultants
47		Cross Sections	1/8/2015			SMH Consultants
48		Cross Sections	1/8/2015			SMH Consultants
49		Cross Sections - North Pond	1/8/2015			SMH Consultants
50		Cross Sections	1/8/2015			SMH Consultants
ADDENDA						
A		Addendum #1		1/21/2015		SMH Consultants
B		Addendum #2			1/26/2015	SMH Consultants





AIA[®]

Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Dodge City Regional Aquatic Facility
Dodge City, KS

THE OWNER:

(Name, legal status and address)

City of Dodge City and Ford County
PO Box 880
Dodge City, KS 67801

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

McCownGordon Construction, LLC
422 Admiral Blvd
Kansas City, MO 64106

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million Seven Hundred Forty-two Thousand Five Hundred Sixty-one Dollars (\$ 1,742,561), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager’s Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

Refer to Exhibit B – Project Descriptions

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Refer to Exhibit B – Project Descriptions

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
1. Site Lighting Allowance	\$25,000
2. Soccer Field Irrigation and Seeding Allowance	\$100,000
3. Misc. Landscape and Seeding Allowance	\$20,000
4. Winter Weather Allowance	\$10,000
5. Existing Pool Wall Removal Allowance	\$2,000
6. Fill Void Below Bridge and Around New Storm Box	\$29,080

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Refer to Exhibit B – Project Descriptions

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Refer to Exhibit B – Project Descriptions			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Refer to Exhibit C – Contract Documents Log

Section	Title	Date	Pages
Refer to Exhibit C – Contract Documents Log			

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Refer to Exhibit C – Contract Documents Log

Number	Title	Date
Refer to Exhibit C – Contract Documents Log		

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

- Exhibit A – Construction Operation Staff Hourly Rates (Prevoiusly issued with the AIA A133)
- Exhibit B – Project Descriptions
- Exhibit C – Contract Documents Log
- Exhibit D – Project Schedule

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

Refer to Exhibit D – Project Schedule

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

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