



## ARLINGTON COUNTY, VIRGINIA

<p><b>County Board Agenda Item Meeting of January 26, 2008</b></p>
--

**DATE: January 15, 2008**

**SUBJECT:** Approve the Award of an Amendment to Agreement Number 334-03 between Arlington County and Cox Graae + Spack Architects for Architectural and Engineering Services for Design and Construction Administration Services at Fairlington Community Center, 3308 S. Stafford St.

**C. M. RECOMMENDATION:**

1. Approve the award of Amendment No. 2 to Agreement Number 334-03 for architectural and engineering design services to complete the design and construction administration services of Fairlington Community Center with Cox Graae + Spack. This will be an authorization increase of \$90,000, for a total contract authorization of \$842,400. The authorization includes a base fee increase of \$81,570 and contingency of \$8,430.
2. Authorize the Purchasing Agent to execute the contract documents, subject to legal review by the County Attorney.

**ISSUES:** The design and engineering services under Agreement No. 334-03 with Cox Graae + Spack ("CGS") was expected to be completed by June 30, 2006, but services and payment continued under the original authorization during the continuing design through 2006 and active construction phase in 2007. Amendment No. 2 to the Agreement will provide for additional construction administration services from October 2007 through the anticipated February 2008 close-out phase of construction, resolve the Contractor's request for additional design services relative to County concerns with design errors and omissions, pay for as-built drawings not initially required by the Agreement, and acknowledge the ongoing contractual relationship between CGS and the County.

**SUMMARY:** For a combination of unforeseeable reasons described below, the construction completion time for the Fairlington Community Center was extended past the original construction completion date of October 22, 2007. Amendment No. 2 for architectural and engineering services provides for payment to CGS for time spent on additional County requested construction administration efforts and related close out activities. The project is now in the punchlist/closeout phase, which is anticipated to end in February, 2008. Also through

<p>County Manager: _____</p>
------------------------------

<p>County Attorney: _____</p>
-------------------------------

<p>Staff: Greg Emanuel, DES</p>
---------------------------------

Amendment No. 2, CGS will not charge for approximately \$40,000 in County-requested additional design services and the County will agree not to claim a credit for design errors and omissions that impacted construction costs. The amount required for as-built drawings, which the County now desires, is approximately \$14,000, including \$4,500 for architectural work and \$9,500 for other disciplines.

**BACKGROUND:** The Agreement was awarded in January 2004. Amendment No. 1, by which additional services were authorized, was entered into in March 2007. The previous Board authorization was for \$752,400. The current amended contract total for the Agreement and Amendment No. 1 is \$744,386. Therefore, the previous funding authorization is not sufficient to take the project to completion and additional authorization is needed for additional design and construction administration services.

The requested additional months of construction administration correspond directly to several months of construction delay. Construction time was extended for several legitimate reasons. First, demolition and removal efforts indicated the window frames were in questionable condition and would likely have difficulty interfacing properly with the new heavier, energy-efficient double pane system. Therefore, the County decided to require complete window replacements rather than partial window replacements as originally specified. This change required additional coordination among the County, CGS, the Historic Preservation Program staff, and consultants to assure conformance with the Secretary of Interior's Standards for the Treatment of Historic Properties. This was a major factor in extending the construction time. The construction time also was extended by unforeseen and concealed conditions that included structural changes under slabs and extending walls to the roof for separation of dry and wet fire sprinkler areas.

The County requested additional design services of CGS that were necessary to accommodate hidden field conditions that could not have been determined before completion of interior demolition done as part of the renovation. These conditions included modifications to the building structure to accommodate larger interior openings, changes in slab support under interior ramps and restrooms and added provisions for ceiling access. Additionally, the County requested design of a platform around a rooftop mechanical unit for better maintenance access, changes in commissioning coordination, window replacement, fire sprinkler arrangement and additional submittals for water and sewer approvals that were extra to the original scope of work. Finally, as-built drawings were added by the County to the construction administration services because they were not initially required by the Agreement. The as-built drawings will assist in the long-term operational and maintenance support of this historic community asset.

Amendment No. 2 will resolve all errors and omissions by CGS known to date, relative to additional design services requested to date. In Amendment No. 2, CGS will agree not to request compensation from the County for additional design services requested by the County. The County will agree not to charge CGS for increased construction costs resulting from design errors and omissions. This mutual agreement will apply to all work in place, and associated change orders, prior to January 14, 2008.

**DISCUSSION:** The requested increase in design fees for additional services includes a credit for costs of construction changes resulting from a variety of design errors and omissions. The credit from CGS to the County for additional construction costs was approximately \$40,000.

**FISCAL IMPACT:** Funds for this project are available from previously approved pay-as-you-go (PAYG) funds. (313.480001.43563.65AM)

Attachments:

1. Original Board Report