Consent Agenda

Department: General Services  Presenter(s): Ronnie Lunsford

Contact(s): Ronnie Lunsford

Subject: Asheville High School Track Replacement Design Contract

Brief Summary:
In October of 2021, the School Capital Fund Commission approved a project to replace and repair the athletic track at Asheville High School located at 419 McDowell Street. General Services released a Request for Qualifications to receive submittals from qualified firms to design the project. Submittals were received from three firms and a committee of stakeholders was formed to grade the submittals. After scoring, FitFields was awarded the project design.

FitFields preformed a site visit and preliminary investigations to determine a more precise scope of work. As a result of that work, FitFields submitted a proposal that is in line with the expectations of the project, as well as the budget for the project. The contract amount is $112,300, which is within budget for the project.

Recommended Motion & Requested Action:
Recommend executing the design contract with FitFields.

County Manager’s Comments and Recommendation: Recommends approval.
REPLACEMENT/REPAIR of the ATHLETIC TRACK AT ASHEVILLE HIGH SCHOOL

BUNCOMBE COUNTY NC

Dan@FitFields.com
314 Tom Hall St. Fort Mill, SC 29715

1.4.22

This Proposal is presented on January 4th, 2022 and is between Buncombe County, Ronnie Lunsford, PEM (hereafter referred to as the Client), and Dan Dodd, PLA representing The Dodd Studio, LLC and its sport division FitFields (hereafter referred to as FitFields) landscape architecture and sport fields design services for Asheville High School track and field renovation.

The Paige Design Group will provide track and field design guidance, specifications and standard details for editing by FitFields for incorporation into the final bid set. We routinely work with Don Paige and are very familiar with each other’s design process.

The following list highlights the general design elements to be included for the track renovation project. The project budget has been designated by the owner at 1.45 Million Dollars (Track and Field Improvements $1,180,000, Fencing $118,000 and Stormwater Improvements $177,000).

- Demo Plans
- Layout Plans
- Grading Plans (NFHS ELEVATIONS)
- Dimensional Plans
- Com/Track Utility Plans
- Construction Details
- Track Equipment
- Bidding
- Construction Administration
- Close Out

Article 1 - Basic and Additional Services

A. Basic Services: FitFields proposes to provide the Client with the following Basic Services:

1. This proposal assumes FitFields will deliver all construction documents to the owner for review and approvals.

2. **TRACK AND FIELD DESIGN** – FitFields will provide design services for the stadium track and field events. Project Design Elements include the following items:

   a. New 6 Lane NFHS Track oval
   b. New Track Asphalt Base
   c. Shot Put
   d. Discus
   e. High Jump Area
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f. Concrete Long/Triple Jump Pits and Runways
g. Pole Vault Pad and Runway
h. Track Timing Infrastructure and Empty ComBoxes and Conduits
i. Starting Chutes
j. Imbedded Track and Field Equipment. No Loose Equipment
k. Perimeter fence and adjacent concrete sidewalk
l. Sports Netting
m. Channel Drains
n. Erosion Control Permitting
o. Stormwater Permitting

3. Project Design Phases:

a. Combined Schematic Design/Design Development Phase
   1. Demolition and Removals Plan
   2. Layout and Dimensional Plans
   3. Grading and Drainage Plans
   4. Details
   5. Fencing/Netting Details
   6. Preliminary ComBox/Conduit Plans
   7. Preliminary ESC Plan
   8. Stormwater Permitting Tracking
   9. Opinion of Probable Cost with Alternates
  10. Outline Specifications
  11. Project Management/Coordination
  12. Meetings Local and or/Web Ex (2)

b. Construction Document Phase
   1. Incorporate Comments from SD/DD phase
   2. Final Demolition Plans
   3. Final Layout and Dimensional Plans
   4. Final Grading and Drainage Plans
   5. Final Construction Details
   6. Final Fencing/Netting Details
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7. Final ComBox/Conduit Plans
8. Final Specifications
9. Opinion of Probable Cost
10. Prepare final sign and seal construction documents
11. Project Management
12. Meetings Local and or/Web Ex (2)

c. **Bidding**
   1. Bid Advertisement (Digital Only)
   2. Bid Coordination
   3. Pre-Bid Meeting – 1 Trip
   4. RFI Response
   5. Bid Opening– 1 Trip
   6. Bid Tab Review and Award

d. **Permitting**
   1. Stormwater and Erosion Control Permitting
      a. All stormwater and erosion control permit fees to be paid
         by the Owner
      b. All other permit fees to be paid by the contractor.

e. **Construction Administration Phase**
   1. Pre-Con Mtg – 1 Trip
   2. Construction Observations - 12 Trips
   3. RFI and Shop Drawing Reviews
   4. Bulletin Drawings
   5. Record Drawing based on contractor CAD generated As Builts

f. **Reimbursable Expenses - Lump Sum Fee Provided to Include:**
   1. Car Travel Expenses
   2. Printing Expenses

g. **Geotechnical Services**
   1. Procure geotechnical services exploration for soil conditions.
      Provided by Owner – NOT INCLUDED
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h. **Topo Design Survey**

1. To be provided by Owner— NOT INCLUDED

B. **Excluded Services:**

1. Changes in Scope
2. Survey by Owner
3. Electrical Engineering for Track Power
4. Irrigation Booster Pump Design
5. Reclaimed Water Permitting
6. Environmental Services
7. State Environmental and Army Corp of Engineers Permit Submittals
8. Underground Utility Location
9. Architecture Services
10. Geotechnical Services
11. Transportation Engineering Services
12. Traffic Studies
13. Easement and ROW Research and Documentation
14. Structural Services
15. Mechanical, Electrical and Plumbing (MEP) Services
16. Sport Field and Site Lighting
17. Stormwater management and BMP facilities
18. Grading cut and fill calculations
19. Off-site utility extensions and associated survey
20. Permit fees.
21. Business license fees

**Article 2 Client's Responsibility**

A. The Client agrees to provide FitFields, with as much information as possible, including plans, surveys and reports. FitFields, may reasonably rely on the accuracy and completeness of these items.

B. The Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of FitFields services.

C. The Client shall hold harmless the Landscape Architect for any conflicts or changes required in design or construction resulting from discrepancies occurred between actual field conditions and the information utilized for design unless such conflicts and changes are due to the negligence of FitFields services.

D. The Client shall be responsible for all costs associated with permit approvals and construction of the facilities designed under this agreement.
Article 3 Compensation and Payments

A. The Client agrees to pay FitFields, as follows:

1. **Basic Services:** FitFields proposes to complete the Basic Services as outlined in Article 1 using FitFields hourly rates listed in Article 3.A.2 below for all items excluding survey fees. The fee for this scope of work will be:

   **Design Fees**
   
   a. SD/DD Phase $25,900  
   b. CD Phase $48,300  
   c. Bidding $4,500  
   d. Permitting $16,600  
   e. CA Phase $15,500  
   f. Reimbursables $1,500  

   **TOTAL** $112,300

2. **Additional Services:** Additional services and additional meetings, will be billed at the FitFields hourly rates listed below for a period of one year from the execution of this contract. The current 2022 hourly rates are as follows:

   Principal Landscape Architect $225  
   Track Consultant $250  
   Principal Civil Engineer $225  
   Designer $160  
   Irrigation Designer $160

B. Reimbursable expenses beyond the **lump sum fee** are subject to a multiple of 1.1 and include, but are not limited to reproductions, travel, postage and handling of documents; and long distance and facsimile charges.

C. FitFields, shall bill the Client once a month. All payments are due to FitFields, upon receipt of invoice within 30 days. A 1.5% late charge will be applied to invoice totals exceeding the net 30 days after the dated invoice has been sent.

D. The Client agrees to promptly notify FitFields, if the Client's schedule or budget changes. The Client acknowledges that significant changes to the Project schedule, budget or the Project's scope may require Additional Services of FitFields.
Article 4 Ownership of Drawings

**A.** All drawings created for this project will be co-owned by the Client and FitFields and are intended for use on the subject property only.

Article 5 Termination

**A.** Either the Client or FitFields, may terminate this Contract upon seven days’ written notice.

**B.** If terminated, the Client agrees to pay FitFields, for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

Article 6 Expiration of Contract

**A.** If this Contract is not accepted within 30 days, the offer to perform the described services is withdrawn and shall be null and void.

**Contract Authorization: (Signature and Date Required)**

Daniel J. Dodd, PLA  
FitFields  
Dated: 1.4.22

Ronald Lunsford PEM  
General Service Department  
Buncombe County NC  
Dated: