

MINUTES
RECONVENING OF OCTOBER 19, 2016
REGULAR CITY COUNCIL MEETING
CITY COUNCIL OF THE CITY OF YUMA, ARIZONA
CONFERENCE ROOM 190, YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
OCTOBER 25, 2016
5:30 p.m.

CALL TO ORDER

Deputy Mayor Craft reconvened the October 19, 2016, meeting at 5:30 p.m.

ROLL CALL

Councilmembers Present: Thomas, Shelton, Knight, Craft, Miller and Wright
Councilmembers Absent: Mayor Nicholls
Staffmembers Present: City Administrator, Gregory K. Wilkinson
Joshua Scott, City Engineer/Director of Engineering
Various Department Heads or their representative
City Attorney, Steven W. Moore
City Clerk, Lynda L. Bushong

Deputy Mayor Craft stated that the sole purpose of this meeting was to discuss and take action on Motion Consent Agenda item B.5.

B.5 Contract Increase: Professional Design Services for Pacific Avenue Athletic Complex

Authorize the execution of a change order to increase the current contract in an amount not to exceed \$175,000.00 to Kimley-Horn and Associates, Inc., for post-design services for the Pacific Avenue Athletic Complex. (Parks and Recreation / RFQ #2016-20000104)

Councilmember Miller declared a Conflict of Interest stating that as of yesterday he started working for a contractor who is bidding the construction aspect of this project. **Miller** left the meeting at 5:31 p.m.

Shelton stated that the largest increase, \$49,380.00, is for Kimley-Horn and Associates, Inc. to increase the number of trips to the construction site from once a month to once a week. In his opinion, it doesn't seem necessary for two reasons: 1) The progress of the construction will not change significantly in five or six workdays, and 2) Kimley-Horn is not doing the construction quality control. The City will have another firm under contract for the construction administration and that firm should be responsible for providing weekly progress information to the City and Kimley-Horn. **Scott** clarified these are not-to-exceed fees. The design team, in this case, will be paid only for hours they worked. If there is no reason for them to be on the jobsite or attend a meeting they won't be paid. **Scott** further clarified that this not-to-exceed fee included all seven alternates in the bid. Depending on which alternates are selected, the final dollar amount may be scaled back as well.

Shelton continued stated the second largest amount for \$30,020.00 is for Kimley-Horn to work with the construction administration team on punch list items needing completion or correction at the end of the job. Since Kimley-Horn is not responsible for construction quality control, it appears their services would only serve to duplicate the work of the construction administration team in turn delaying the flow of information and adding to the overall project cost without any benefit to the City. **Scott** conceded that there may be

some crossover, but does not believe it is a total duplication. This is Kimley-Horn's design so it would include them in the final inspections and the development of the punch list to ensure the intent of the design and any changes get answered. The construction administration firm is there to monitor the contractor's progress, ensure the project stays on schedule and provide some support. They are not there to provide special inspections like Kimley-Horn would on various items.

Shelton stated the third largest amount \$30,176.00 is listed as design team project management and he admitted to not knowing what that task involves, but believes each member of the design team would have their own set of responsibilities during the construction phase. Further that this item is already included in the other work task and should not be paid again by creating another line item. **Scott** replied that while each discipline or sub consultant would have their own task, Kimley-Horn is the prime consultant/designer. They are the point of contact for the City and they are responsible for taking in the information, getting questions answered, scheduling for site visits, getting answers on design questions and then responding back to the City or the construction administration team.

Shelton stated the fourth amount is \$15,591.00 and is listed as reimbursable expenses which Shelton assumes would be for meals, lodging, vehicle expenses and such when making additional site visits in the course of construction. Since the additional site visits would be unnecessary, those expenses also would be unnecessary. **Scott** replied that these are reimbursables and the consultant would be required to submit receipts for their expenses prior to reimbursement. In addition to travel, it includes consumables for things such as as-builts which could run a couple thousand dollars.

Shelton's fifth and final question has to do with liquefaction and believes it to be unfounded in the case of the Pacific Avenue Athletic Complex as it would have minimal effect on ballfields, a single story building, a water feature, the pond, and parking lot. His thinking is that it is overage and we do not need to concern ourselves with liquefaction. **Scott** replied that Yuma is the only area in Arizona that is in an active seismic zone, according to the building code, and the requirement for a liquefaction study came right out of the building codes and from our building official. Further, on this particular site, depth to groundwater is roughly 8-10 feet and is very sensitive to the stage in the river so depending on where that is at it could be even higher so you've got some loose soil there meaning a high potential for liquefaction. In addition to the buildings the lights out there will be the tallest ones in Yuma and we want to make sure that those footings are in and designed correctly so we don't have poles coming down.

Wright asked if adding verbiage or a change/addition to the descriptive scope is what drives up the cost. **Scott** confirmed it does and stated that although some of these descriptions didn't change much, we asked the consultant to be more involved through the construction process so the hours increased.

Wright asked if it was industry standard to include items such as pre-final punch list and warrant project close-out in the original contract. **Scott** replied it is not uncommon to have to negotiate that at a later date for a number of reasons including the length of time and complexity of the design project but typically we would like to have it included up-front.

Wright questioned the increase in needed man-hours if the scope is not changing. **Scott** replied that it generally goes back to the level of involvement we have asked of the consultant team. Three things are considered when looking at construction administration services and post-design services and whether or not to contract those out including: 1) the number of other projects being worked on, 2) the capacity of the

current staff to manage/complete these tasks, and 3) our expertise. The City of Yuma does not have in-house architecture, mechanical or electrical engineering. Also, by involving consultants in the inspections and some of the construction administration duties we are able to shift some of that liability from the City to these consultants resulting in a buffer and somebody else with Errors and Omissions insurance and liability insurance. **Wright** expressed that he is totally against an increase in man-hours when the scope does not change as well as the final punch list being negotiated after the fact. **Knight** called for the question.

Thomas asked what the purpose of a change order is as it relates to construction and whether it is normal during the design of a construction phase. **Scott** stated the change order covers either an addition or reduction in scope and the associated fees. **Thomas** asked if a design phase contingency fund could have been created in order to not have had to come back to City Council. **Scott** replied that change orders are allowed up to a certain amount before it needs to be brought back for approval. **Scott** continued he does not like putting place-holders into contracts - he would rather go in with a cap. **Thomas** commended staff on their efforts and for their transparency.

Craft commented that staff is doing their absolute best to be transparent. It is not Council's job to micromanage. City Council needs to be able to trust everyone who works in this building and if we don't we have another issue.

Motion (Knight/Thomas): To approve Motion Consent Agenda item B.5 as recommended. Voice vote: **approved** 3-2 (Wright and Shelton voting Nay).

IX. EXECUTIVE SESSION/ADJOURNMENT

There being no further business, **Deputy Mayor Craft** adjourned the meeting at 5:58 p.m. No Executive Session was held.

Lynda L. Bushong, City Clerk

APPROVED:

Douglas J. Nicholls, Mayor