

To: Mayor and City Council

From: Brent Walker, Parks and Recreation Director

Date: August 28, 2023

Re: Contract Award for Design Services of the Brook Run Park Maintenance Facility

### **Summary**

Contract approval to LDDBlueline for the design and engineering of the Brook Run Park Maintenance Facility

### **Details**

The City solicited input from LDDBlueline on the design, engineering and construction management of the Brook Run Park Maintenance Facility. LDDBlueline has a current contract with DeKalb County for on-call design services. The contract meets the needs of the City and can be utilized to implement their services. The Parks Director and Public Works Director have also worked with LDDBlueline on similar projects and recommend their services for this project. The project will be funded from the Capital Projects Fund.

### **Recommendation**

Staff respectfully requests that Council: (1) award a contract to LDDBlueline in the amount of \$107,300 and 10% contingency of \$10,730 for the project; (2) authorize staff to provide funding for the contract; and (3) authorize the City Manager to execute the necessary documents following satisfactory review by legal counsel.



## LETTER OF AGREEMENT

August 22, 2023

Mr. Brent Walker  
Parks & Recreation Department  
City of Dunwoody  
4800 Ashford Dunwoody Road  
Dunwoody, GA 30338

Via email

**RE: Design Services  
New Maintenance Facility  
Brook Run Park  
Dunwoody, Georgia**

Dear Brent,

LDDBlueline, Inc. (formerly Lyman Davidson Dooley) (the “Architect”) would like to thank you for the opportunity to provide professional design services for the proposed new maintenance facility at Brook Run Park. The City of Dunwoody (the “Client”) is looking to replace their existing maintenance facility with a newer building that does not sit in the center of the site while creating better traffic flow and parking on the site. The existing building is 2-stories due to the topography (with the northern side about ½ story above the southern side) and is approximately 11,000 square feet in size but it is a fair amount of underutilized space. We believe the new building can be smaller, approximately 7-8,500 square feet, which will help the site design and work better with the Client’s projected budget of \$1.5 million for the project.

Based on preliminary discussions between the Architect and the Client during our meeting on June 13th, we understand the project may include the following components as practicality and budget allow:

- Site elements to improve access to and flow within the site:
  - Providing new service entry/exits off Peeler Road to keep truck traffic out of the park.
  - Only have one entry/exit point from park drive that is for gators & small pickups.
  - Better organized staff parking.
  - Ideally space for four 30-yard dumpsters.
  - Tree & bush trimmings holding area for it to be ground up for mulch.
  - Maintain southern and eastern buffers along the public area of the park.
  - Provide a loading dock to accommodate shorter 18-wheel trucks but it could be a concrete projection from the building with trucks backing up parallel to the building to unload. This would coordinate with provision of loading docks in the building plan.

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### Georgia Office

1640 Powers Ferry Road  
Building 1, Suite 100  
Marietta, GA 30067  
770.850.8494

### Texas Office

333 Cypress Run  
Suite 350  
Houston, TX 77094  
281.497.1040

### Virginia Office

126 West Bruce Street  
Suite 102  
Harrisonburg, VA 22801  
540.437.1228

- Building program to improve functionality:
  - 2-4 loading dock bays with floor at ruck level for material delivery and 1-2 bays with a ramp for intake & outtake of material.
  - Drive-in storage room for 2 mowers and 2ATV's.
  - Tool room with workbench and secure storage for servicing small equipment such as blowers, weed eaters, etc.
  - 3 City staff offices.
  - 2 small office areas for contract vendors with each having an office & common work area.
  - Breakroom to accommodate approximately 20 people that could also be used for occasional staff meetings.
  - 4 unisex toilets, one of which will have a shower.
  - Secure storage for City and vendors.
  - Some natural light with insulated glass or fiberglass panels.
  - HVAC will use split-system with electric heat for offices, breakroom, and toilets.
  - Emergency generator since public works utilizes the facility during bad weather.

No other architectural, engineering or consultant services are included within this scope of work but can be provided as an additional service at an agreed upon fee.

#### **Conceptual Design & Site Verification:**

Upon receipt of an executed Agreement from the Client, the Architect will conduct the Conceptual Phase of the project as follows:

- A. Review the site and building programming needs with the Client to confirm discussions from our initial meeting.
- B. The architect and engineers will visit the site to verify field conditions as needed.
- C. Prepare several diagrammatic plans showing layouts of the site with new circulation and building as well as diagrammatic layouts of the building for review by the Client.
- D. Develop an updated site plan, building plan(s) and elevations, and building section for review and approval by the Client.
- E. Preliminary estimate of probable construction cost to verify the scope of work.

#### **GIS/Topo Survey Coordination:**

The design team will work with the Client to utilize the Client's GIS data to serve as base survey information. The design team will notify the Client of missing base data required to complete the construction documents for the project so additional survey work can be performed by the Client. An on-site meeting may be held to review potential locations for new construction to verify these areas are properly documented and discuss existing conditions information that Client's staff may have knowledge of.

#### **Construction Document Phase**

Based on the approved Conceptual Design, the Architect will prepare the construction document package suitable for permitting and bidding. Construction Documents may consist of the following drawings:

##### **Civil/Landscape:**

- A. Demolition/Removal Plan addressing existing elements to be removed or modified.
- B. Staking/Layout Plan, including layout of vehicular and pedestrian access, and general site improvements.

- C. Site Grading/Drainage Plan including existing and proposed contours based on the survey.
- D. Indication of stream buffers that may impact the design or construction.
- E. Erosion, Sedimentation, and Pollution Control Plans and Details. It is assumed that actual land disturbance will exceed more than one acre for the entire project, therefore, NPDES permits will be required.
- F. Utility plan indicating connections for water, sewer, and natural gas if needed.
- G. Permitting coordination/review required by City of Dunwoody and DeKalb departments for connections or modifications to existing and new utilities.
- H. Site Work Construction Details as part of the overall project.
- I. Tree Protection/Replacement Plan as necessary to meet regulatory requirements.
- J. Specifications in the manual or on the drawings.

**Architectural:**

- A. Floor Plan(s).
- B. Reflected Ceiling Plan(s).
- C. Roof Plan and details.
- D. Exterior Elevations with enlarged areas as required.
- E. Overall Building sections at 1/8" = 1'-0" minimum
- F. Wall Sections at 3/4" = 1'-0".
- G. Enlarged Section Details at appropriate scale.
- H. Interior Elevations at appropriate scale.
- I. Door and Hardware Schedules.
- J. Specifications in the manual or on the drawings.

**Structural Engineering:**

- A. Structural Foundation Plan.
- B. Framing Plan(s).
- C. Typical Structural Details.
- D. Specifications in the manual or on the drawings.

**Mechanical and Plumbing Engineering:**

- A. HVAC/Plumbing Floor Plan(s).
- B. HVAC/Plumbing Schedules and details.
- C. Specifications in the manual or on the drawings.

**Electrical Engineering:**

- A. Site Electrical Plan.
- B. Lighting & Power Plan.
- C. Lighting Fixture Schedule.
- D. Electrical Panel Schedule and details.
- E. Power distribution riser diagram.
- F. Specifications in the manual or on the drawings.

**Bidding Phase:**

The Architect will provide the following services during this phase:

- A. Attend the Pre-bid Meeting.
- B. Assist the Client in issuing addenda and answering questions to Bidders.
- C. Assist in evaluating submitted bids for awarding the project.
- D. Limited assistance in reviewing scope reduction if needed to meet budget.



**Construction Phase**

Review and coordination of shop drawings, answering RFI's, and coordination with the Contractor are included in this phase.

Construction Phase: Basic Services for field construction site visits during each phase shall be limited as follows:

Architectural	9 Intermediate Site Visits as needed to coordinate with OAC meetings 1 Punch List Visit
Civil	4 Site Visits
Structural	3 Site Visits
MEP Engineer	3 Site Visits, one engineer each trip

Any additional trips required due to no fault of the Architect or its consultants may be billed to the Client as an Additional Service after receiving written approval at the rate of \$700 per trip per person.

**Fee Breakdown by Phase**

Architectural and Engineering Services:

Conceptual Design & Site Verification	24%	\$25,200.00
GIS/Topo Survey Coordination	4%	\$ 4,500.00
Construction Documents	42%	\$45,600.00
Permitting	7%	\$ 7,000.00
Bidding	3%	\$ 3,500.00
Contract Administration	20%	\$21,500.00
<b>Total</b>	<b>100%</b>	<b>\$107,300.00</b>

**Reimbursable Expenses**

Reimbursable expenses are included in the lump sum fee. Additional expenses not associated with the normal day-to-day execution of the project will be approved prior to execution of the task. Reimbursable expenses not included in the above fee made in the interest of the Project and subject to reimbursement are:

1. Printing for permitting.
2. Expedited courier and shipping of documents & packages.
3. Artist's Renderings or Models requested by the Client.

Reimbursable expenses shall be billed at the actual incurred cost and backup will be provided with each invoice. Reimbursable expenses billed in the interest of the project are subject to the same payment requirements as the billings for professional services.

**Additional Services**

Additional Services are those services, or items of work, not included in the scope of this Letter of Agreement. This work, when identified or required, will be brought to the attention of the *Client* and, with approval, will be carried out on an hourly basis at the scheduled billing rates identified below or at an agreed upon lump sum fee.

- A. Additional design services outside the listed scope of work.

- B. Providing services of professional consultants other than those included within this agreement:
- C. Providing detailed estimates of construction cost beyond Construction Document Phase.
- D. Preparing drawings or exhibits used as legal documents other than reproducing the Conceptual Design or Construction Documents.
- E. Operating cost energy study, excluding the energy code study if required for permit.
- F. Providing services for revisions to permitted construction documents to reduce construction costs or contractor's cost savings requirements.
- G. Providing services for changing drawings and related conferences resulting from a reinterpretation of a project condition that has been previously reviewed and approved and found to be in code compliance by a government representative with jurisdiction over the project.

No additional services will be performed without prior authorization from the Client.

### **Billing**

Invoices will be submitted monthly for work completed to date. Payment is due upon receipt of invoice. Payment not received within thirty (30) days of the invoice date may be assessed a late charge retroactive to the date of invoice. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Architect.

The Architect's standard hourly billing rates for professional services through 2023 are outlined below:

Principal /Studio Director	\$195.00
Registered Architect / Sr. Interior Designer	\$175.00
Non-registered Designer	\$145.00
Sr. Landscape Architect or Engineer	\$175.00
Jr. Engineer	\$150.00
Site Designer	\$135.00
Designer	\$120.00
Administrative	\$ 90.00

These rates are applicable for Additional Services of the Architect. Additional Services required of outside consultants will be billed at their basic hourly rates times a multiplier of 1.1 for coordination by the Architect.

All administrative time required for back-up information on invoices will be billed at our standard hourly billing rates.

### **Other Considerations**

1. The Client will provide the Subsurface Investigation if required for the Project.
2. It is understood that the Client will provide to the Architect, if requested, required testing reports, environmental impact studies, plats, legal descriptions, land costs, insurance requirements, boundary surveys, in order for the services described above to be performed.
3. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where any entity can demonstrate

that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various and contradictory interpretations. The Architect, therefore, will use reasonable professional efforts to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project and cause the project to be designed accordingly. The Architect, however, cannot and does not warrant or guarantee that the Client’s project will comply with interpretations of ADA requirements as they apply to the project.

- 4. Special Inspections: Under Chapter 17 of the International Building Code it requires a variety of special inspections of a construction project by the Client. These Special Inspections per the Code cannot be made by the Architect or the General Contractor. Most clients contract directly with an independent inspection consultant for these services.
- 5. *The Architect will provide the Services to Dunwoody in accordance with ARTICLE IV. GENERAL CONDITIONS of that certain AGREEMENT FOR PROFESSIONAL SERVICES Contract No. 1272819 (On Call Architect and Engineering and Design Services for Facilities Management – Multiyear Contract) dated June 1, 2022, between DeKalb County, Georgia, and the Architect with the understanding that, for the purposes of this Letter of Agreement, wherever “the County” appears in said Article IV, “the Client” shall be substituted.*

Please indicate your acceptance by signing and returning a copy of this Letter of Agreement.

We look forward to working with the City of Dunwoody to continue the improvements at Brook Run Park.

Sincerely,  
**LDD**Blueline, Inc.

Dave McCauley, AIA  
Principal/ Director of Recreation Studio

**City of Dunwoody**

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(Authorized Signature)                      (Date)

David McBrayer, AIA  
Principal/ Director of Education Studio