

City of Fayetteville Staff Review Form

2019-0784

Legistar File ID

12/3/2019

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

11/13/2019

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 2 to the agreement between the City of Fayetteville and Olsson, Inc. in the amount of \$123,670.00 for engineering services related to the East Fayetteville Water System and Township Pressure Plane Improvements Project.

Budget Impact:

5400.720.5600-5314.00

Water and Sewer

Account Number

Fund

12009.1801

Water System Rehabilitation/Replacement

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 9,028,784.00

Funds Obligated \$ 3,117,681.30

Current Balance **\$ 5,911,102.70**

Does item have a cost? Yes

Item Cost \$ 123,670.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget **\$ 5,787,432.70**

V20180321

Purchase Order Number: 2018-319

Previous Ordinance or Resolution # 19-18

Change Order Number: 2

Approval Date: _____

Original Contract Number: 2018-6

Comments:



MEETING OF DECEMBER 3, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Utilities Director

FROM: Corey Granderson, Utilities Engineer

DATE: November 13, 2019

SUBJECT: **Approval of Amendment No. 2 to the Agreement Between the City of Fayetteville and Olsson, Inc. for Engineering Services Related to the East Fayetteville Water System and Township Pressure Plane Improvements Project**

RECOMMENDATION:

Staff recommends approval of Amendment No. 2 to the agreement between the City of Fayetteville and Olsson, Inc. in the amount of \$123,670.00 for engineering services related to the East Fayetteville Water System and Township Pressure Plane Improvements Project.

BACKGROUND:

On January 2, 2018, the City Council passed Resolution 19-18 to approve a professional engineering services agreement with Olsson, Inc. to begin design work on this project. On August 13, 2018, the city utilized \$57,326.00 of contingency funds to approve Amendment No. 1, increasing the project scope to include additional waterline replacement work identified during initial design and planning efforts. This project is intended to bid as four separate contract sections.

DISCUSSION:

Throughout the design phase, several unexpected permitting and coordination delays have occurred which necessitate Amendment No. 2. These include, by bid contract:

- Contract Sect. 1: Additional re-design iterations of the pressure sustaining valves' rehabilitation and travel to Little Rock based on Arkansas Department of Health comments and questions.
- Contract Sect. 2: Additional design effort to retrofit overflow appurtenances on existing Gulley Road water tank, based on Arkansas Department of Health comments. Soil Boring tests at tank site.
- Contract Sect. 3: 18-inch Waterline alignment re-designs and meetings based on Washington Co. Road Dept. comments on Gulley Road. Archeological Survey.
- Township Contract: Re-design iterations of water tank site and access designs due to property acquisition negotiations.

Amendment No. 2 will adjust the project financials to account for this unexpected additional labor and will ensure proper funding to move these designs into the bidding-phase. This amendment will also provide funding for easement acquisition services on Contract Section 3, which requires easements from 68 individual land tracts. Due to the number of these easements, staff recommends Olsson participate in property owner contact, offer letters, meetings, and negotiations as project delays would occur if this work was performed solely by city staff.

The total costs for proposed Amendment No. 2 are based on Olsson's fee schedule and level of effort per task, not to exceed \$123,670.00. This will raise the overall engineering project fees from \$630,635.00 to \$754,305.00.

Current engineering estimates for the construction of these projects is as follows, by contract:

• Contract Sect. 1	\$550,000
• Contract Sect. 2	\$2,812,500
• Contract Sect. 3	\$5,000,000
• Township Contract	\$3,194,712
<u>TOTAL</u>	<u>\$11,557,212</u>

BUDGET/STAFF IMPACT:

Funds for this amendment are budgeted and available from the Water System Rehabilitation/Replacement account. The total costs for proposed Amendment No. 2 are not to exceed \$123,670.00.

Attachments:

Engineering Services Agreement Amendment No. 2
Fee Schedule/Matrix

AMENDMENT NO. 2
To
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
OLSSON, INC. (formerly McGOODWIN, WILLIAMS, AND YATES, a DIVISION OF
OLSSON ASSOCIATES)

EAST FAYETTEVILLE AND TOWNSHIP PRESSURE PLANE IMPROVEMENTS

WHEREAS, on January 2, 2018, the City of Fayetteville, Arkansas (CITY OF FAYETTEVILLE) and Olsson (formerly McGoodwin, Williams and Yates, a Division of Olsson Associates) of Fayetteville, Arkansas (ENGINEER) entered into an Agreement for engineering services in connection with the East Fayetteville and Township Pressure Plane Improvements (the “Project”); and

WHEREAS, on August 13, 2018, the CITY OF FAYETTEVILLE and the ENGINEER agreed to Amendment No.1 that included the ENGINEER providing services in connection with the evaluation, design and/or construction administration for a 12-inch waterline along Highway 45; and

WHEREAS, the CITY OF FAYETTEVILLE now wishes to increase the scope of work to include additional services for the East Fayetteville and Township Pressure Plane Improvements. The work includes meetings with Washington County Road Dept., Arkansas Department of Health, property owners, East Fayetteville Contract Section I redesign, geo-technical borings for the new Gulley Rd. and Township tanks, easement acquisition services, and miscellaneous analyses and infrastructure designs; and

WHEREAS, the current Agreement must now be amended to provide the additional scope and amount of compensation to the ENGINEER for the additional work; and

NOW THEREFORE, in consideration of the mutual covenants and Agreements herein contained, CITY OF FAYETTEVILLE and the ENGINEER, the parties hereto, stipulate and agree that the Agreement for Engineering Services dated January 2, 2018, and amended on August 13, 2018, is hereby amended in the following particulars:

SECTION 5 – PAYMENTS TO ENGINEER

Delete Paragraph 5.1 of Amendment No.1 and replace with the following:

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is \$754,305.00. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Appendix A.

APPENDIX A – SCOPE OF SERVICES

Add the following Paragraph A.2.3:

A.2.3 Easement Services

Olsson shall provide a suitable staff to acquire easements for the East Fayetteville Improvements Contract Section III project. Work includes coordination with appraisal firm(s),

drafting and sending letters, and an initial and follow-up meeting with property owners. The staff shall consist of engineers, engineering technicians, and other assistants as may be necessary to carry on the work in an efficient and expeditious manner.

A.4 Compensation

Delete Paragraph A.4.1 of Amendment No.1 and replace with the following:

A.4.1 E. Fayetteville Improvements (Olsson Project No. 018-0031):

1. The maximum not-to-exceed amount for services described in Section A.2.1 Detailed Design and Preparation of Construction Plans and Specifications and Section A.2.2 Bidding and Preconstruction Services and Easement Acquisition Services is \$558,703.00.

A.4.2 Township Pressure Plane Improvements (Olsson Project No. 018-0032):

1. The maximum not-to-exceed amount for services described in Section A.2.1 Detailed Design and Preparation of Construction Plans and Specifications and Section A.2.2 Bidding and Preconstruction Services is \$195,602.00.

For clarification purposes, this Amendment No. 2 increases the maximum not-to-exceed amount project by \$123,670.00.

A.5 Project Design Schedule

Delete Paragraph A.5.2 and replace with the following:

A.5.2 E. Fayetteville Contract Section II and III (Olsson Project No. 018-0031):

1. Anticipated overall design timeline to produce biddable construction documents for agency/city review:
 - o January 2018 through November 2019
2. Anticipated overall timeline to perform easement services as described in A.2.3:
 - o December 2018 through April 2019

Delete Paragraph A.5.3 and replace with the following:

A.5.3 Township Pressure Plane Improvements (Olsson Project No. 018-0032):

1. Anticipated overall design timeline to produce biddable construction documents for agency/city review:
 - o January 2018 through November 2019


All other provisions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have caused this Amendment to be duly executed this _____ day of _____, 2019.

CITY OF FAYETTEVILLE, ARKANSAS

OLSSON, INC.

By: _____
Mayor, Lioneld Jordan

By: 
Brad B. Hammond, P.E.; Team Leader

ATTEST:

By: _____
City Clerk

By: 
Tony Stanton, P.E.; Water Practice Leader

END OF AMENDMENT NO. 2 TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Date: 30-Oct-19

Job: 018-0032, Township Pressure Plane Improvements

		TOTALS			
Phase/ Task	Description of Work	Total Man- Days	Total Labor Fee	Total Expense Fee	Total Fee
130	TOWNSHIP IMPROVEMENTS ADDITIONAL SERVICES (DESIGN PHASE)				
	ADH Meeting, Tank Site Negotiations Assistance, additional Studies and Analyses	-	\$ -	\$ -	\$ 12,310.25
	Tank Borings/Geotech Report	3.00	\$ -	\$ -	\$ 10,000.00
	Coordination/Negotiations with Property Owners (New Tank)	6.50	\$6,512.00	\$ 17.40	\$ 6,529.40
	GRAND TOTAL	9.50	\$6,512.00	\$ 17.40	\$ 28,840.00

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