

**City of Fayetteville Staff Review Form**

**2020-0145**

**Legistar File ID**

**3/3/2020**

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

Tim Nyander

2/13/2020

WATER SEWER (720)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends the approval of Amendment No. 1 to the Professional Engineering Services Agreement with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed \$91,282.00 for construction management and observation services associated with Utility Relocations at I-49 & Wedington Interchange (ArDOT Project BB0411).

**Budget Impact:**

5400.720.5600-5314.00	Water and Sewer																														
Account Number	Fund																														
11011.1801	Water/Sewer Relocations - Bond Projects																														
Project Number	Project Title																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><b>Budgeted Item?</b></td> <td style="width: 20%;"><u>Yes</u></td> </tr> <tr> <td><b>Does item have a cost?</b></td> <td><u>Yes</u></td> </tr> <tr> <td><b>Budget Adjustment Attached?</b></td> <td><u>No</u></td> </tr> </table>	<b>Budgeted Item?</b>	<u>Yes</u>	<b>Does item have a cost?</b>	<u>Yes</u>	<b>Budget Adjustment Attached?</b>	<u>No</u>	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Current Budget</td> <td style="width: 10%;">\$</td> <td style="width: 10%; text-align: right;">12,793,727.00</td> <td style="width: 50%;"></td> </tr> <tr> <td>Funds Obligated</td> <td>\$</td> <td style="text-align: right;">1,891,582.51</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Current Balance</td> <td style="border-bottom: 1px solid black;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;"><b>10,902,144.49</b></td> <td></td> </tr> <tr> <td>Item Cost</td> <td>\$</td> <td style="text-align: right;">91,282.00</td> <td></td> </tr> <tr> <td>Budget Adjustment</td> <td>\$</td> <td style="text-align: right;">-</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Remaining Budget</td> <td style="border-bottom: 1px solid black;">\$</td> <td style="border-bottom: 1px solid black; text-align: right;"><b>10,810,862.49</b></td> <td></td> </tr> </table>	Current Budget	\$	12,793,727.00		Funds Obligated	\$	1,891,582.51		Current Balance	\$	<b>10,902,144.49</b>		Item Cost	\$	91,282.00		Budget Adjustment	\$	-		Remaining Budget	\$	<b>10,810,862.49</b>	
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V20180321

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** 118-18

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:**



**MEETING OF MARCH 3, 2020**

**TO:** Mayor and City Council

**THRU:** Susan Norton, Chief of Staff  
Water, Sewer, & Solid Waste Committee  
Tim Nyander, Utilities Director

**FROM:** Corey Granderson, Utilities Engineer

**DATE:** February 12, 2020

**SUBJECT:** **Burns & McDonnell Engineering Company, Inc. Amendment No. 1 -  
Construction Observation and Management Services for Utility Relocations  
at I-49 & Wedington Interchange (ArDOT Project BB0411)**

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**RECOMMENDATION:**

Staff recommends the approval of Amendment No. 1 to the Professional Engineering Services Agreement with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed \$91,282.00 for construction management and observation services associated with Utility Relocations at I-49 & Wedington Interchange (ArDOT Project BB0411).

**BACKGROUND:**

Resolution 118-18 permitted the original design work with Burns & McDonnell for utility relocations associated with ArDOT's upcoming improvements to the Wedington Drive Interchange improvements on I-49. Design, permitting, and bidding are completed and this amendment will allow Burns & McDonnell to provide project oversight and inspection during construction in accordance with engineering observation best practices and state law.

**DISCUSSION:**

On February 6<sup>th</sup>, 2020 the City of Fayetteville accepted sealed competitive bids for this utility relocation project. Forsgren, Inc. submitted the lowest bid of \$2,495,705.00. This amendment will increase the existing engineering agreement amount by \$91,282.00 for a total not-to-exceed contract amount of \$294,551.

**BUDGET/STAFF IMPACT:**

Funds are available and budgeted in the Water/Sewer Relocations – Bond Projects account.

**Attachments:**

Proposed Amendment No. 1  
Resolution 118-18



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
ENGINEER-OWNER AGREEMENT

AMENDMENT No. 1

Date:

THIS AMENDMENT modifies the Agreement dated June 5, 2018 made by and between **Burns & McDonnell Engineering Company, Inc.**, (hereinafter called ENGINEER), and City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) for the following Project: I-49/HWY 16/112 interchange – Water/Sewer Infrastructure Relocations. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the ENGINEER's Scope of Services is amended as follows:  
*See attached Appendix A – Scope of Services – Construction Phase Services*
2. The following adjustments are made to the ENGINEER's compensation:  
*Increase the maximum fee amount by Ninety One Thousand Two Hundred Eighty Two Dollars (\$91,282) for a total maximum fee amount of Two Hundred Ninety Four Thousand Five Hundred Fifty One Dollars (\$294,551).*
3. The time for completion of ENGINEER's Services is adjusted as follows:  
*The scope of services as defined in Appendix A is estimated to be completed by December 1, 2020.*
4. Other changes to the Agreement, if any, are stated below:  
*None*
5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

CITY OF FAYETTEVILLE, ARKANSAS

ENGINEER: **Burns & McDonnell Engineering Company, Inc.**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Lioneld Jordan, Mayor

Darin Brickman, Vice President

ATTEST:

By: \_\_\_\_\_

By:  \_\_\_\_\_

City Clerk

Jeff Heidrick, Project Manager

**APPENDIX A**  
**SCOPE OF SERVICES – CONSTRUCTION PHASE SERVICES**  
**I-49/HWY 16/112 INTERCHANGE – WATER/SEWER INFRASTRUCTURE RELOCATIONS**

**TASK SERIES 500 – CONSTRUCTION PHASE SERVICES**

**Task 501 - Provide Project Administration Services**

ENGINEER will provide project administration services during construction to manage and complete the work, including project correspondence with the CITY OF FAYETTEVILLE and consultation with CITY OF FAYETTEVILLE staff; scheduling and assignment of personnel resources; monitoring of work progress; monthly progress reporting with invoice for work performed; maintenance of project records; and project closeout.

**Task 502 - Attend Preconstruction Conference**

ENGINEER will attend a preconstruction conference, with the Contractor, and CITY OF FAYETTEVILLE. The preconstruction conference will include a discussion of the Contractor's tentative schedules, procedures for transmittal, review, and acceptance of the Contractor's submittals, processing of payment applications, critical work sequencing, change orders, record documents, the Contractor's responsibilities for safety and first aid, and other administrative items; and will address questions. ENGINEER will prepare and distribute meeting notes.

**Task 503 - Review Contractor's Schedules**

ENGINEER will receive, review, and comment on the following Contractor's schedules and advise CITY OF FAYETTEVILLE as to its acceptability. This task is based on review of the initial proposed schedule for each schedule listed below and two periodic updates of the construction schedule and schedule of submittals.

1. Construction Schedule. Review of Contractor's construction schedule will be for general conformity of the construction schedule to the requirements for scheduling as defined in the Construction Contract Documents and to determine if the Contractor's construction schedule and activity sequence include construction sequencing and any special conditions that are applicable in order for CITY OF FAYETTEVILLE to keep existing facilities in operation as specified in the Construction Contract Documents. Items to be considered in review of the Contractor's schedule will include work site restrictions, access restrictions, traffic control restrictions, and restrictions identified by the CITY OF FAYETTEVILLE in the Construction Contract Documents.
2. Schedule of Submittals. Review of Contractor's schedule of submittals will be for general conformity of the schedule of items of materials and equipment for which submittals are required by the Construction Contract Documents.
3. Schedule of Values. Review of Contractor's schedule of values will be for its acceptability and will indicate only consent to the schedule of values as a basis for preparing applications for progress payments and will not constitute an agreement as to the value of each indicated item.

**Task 504 - Review Shop Drawings and Data Submittals**

ENGINEER will receive, review, and accept shop drawings, samples, and data submitted by the Contractor as required by the Construction Contract Documents. ENGINEER's review and acceptance

will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the requirements in the Contract Documents and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions. ENGINEER's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or item covered. This task includes time to review up to 25 submittals for the project, including the initial review and one subsequent review.

ENGINEER's review and acceptance will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto.

ENGINEER's review and acceptance of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called ENGINEER's attention to each such variation at the time of submission as required by the Contract Documents and ENGINEER has given written acceptance of each such variation by specific written notation thereof incorporated into or accompanying the shop drawing or sample acceptance; nor will any acceptance by ENGINEER relieve Contractor from responsibility for complying with the requirements of the Contract Documents. ENGINEER will distribute Contractor's submittals as specified in the Construction Contract Documents.

#### **Task 505 - Attend Progress Meetings**

ENGINEER will attend monthly progress meetings and coordination meetings with the CITY OF FAYETTEVILLE, Contractor and other applicable representatives. The purpose of the meetings will be to review and discuss progress of the Work and schedule, submittals, coordination, construction issues, and other matters concerning the project. ENGINEER will be responsible for preparing the agenda and preparing and distributing the meeting notes. This task included time for up to three meetings.

#### **Task 506 - Interpret Contract Documents and Respond to RFI's**

ENGINEER will review and interpret the Construction Contract Documents when requested by CITY OF FAYETTEVILLE or Contractor and will provide a response to written requests for clarification, interpretation, or information. ENGINEER will provide written responses for RFI's that will be distributed by ENGINEER to CITY OF FAYETTEVILLE, Contractor, and the Resident Project Representative(s). This task includes time to review up to 10 RFI's.

#### **Task 507 - Evaluate Claims and Change Orders**

ENGINEER will review and evaluate Contractor's claims and documentation for changes in the Work and Change Orders. ENGINEER will review Work Change Directives for authorized changes in the Work to be incorporated in a subsequent Change Order as requested by CITY OF FAYETTEVILLE in accordance with the Construction Contract Documents. ENGINEER will evaluate the cost and time and, where necessary, negotiate with Contractor to obtain a fair price and time for the approved changes in the Work. Said negotiations and adjustments of the Contract Price and Time will be subject to approval by CITY OF FAYETTEVILLE. CITY OF FAYETTEVILLE will process and execute Change Orders. This task includes time to review up to two claims and change orders.

### **Task 508 - Review at Completion of Work**

1. **Substantial Completion.** ENGINEER, Resident Project Representative(s), CITY OF FAYETTEVILLE, and Contractor will conduct one review of the Work to determine the status of completion when Contractor considers the Work to be substantial complete. ENGINEER will prepare and distribute a written punch list of the items to be completed or corrected by Contractor before Substantial Completion is achieved.
2. **Final Completion.** ENGINEER, Resident Project Representative(s), CITY OF FAYETTEVILLE, and Contractor will conduct final review to determine if the Work is complete and/or correction of the items of Work on the punch-list is complete by the Contractor. ENGINEER will prepare a list of work items, if any, to be completed by Contractor before Final Completion and prior to CITY OF FAYETTEVILLE making final payment.

### **Task 509 - Review Applications for Payment**

ENGINEER will review Contractor's monthly Applications for Payments and supporting documentation and will make recommendation to the CITY OF FAYETTEVILLE for payment to Contractor. The extent of such review by ENGINEER will be for purpose and limited as provided in the Construction Contract Documents.

### **Task 510 - Prepare Conforming to Construction Record Drawings**

ENGINEER will prepare conforming to construction drawings based solely on the red-line drawing markups provided by the Contractor and Resident Project Representative(s). In the case of discrepancies between the two sets of information, the Contractor's red-lines shall be followed unless directed differently by the CITY OF FAYETTEVILLE.

### **Task 511 – Resident Project Representative (RPR) Services**

As requested by the City, provide on-site resident project representative services (RPR) to observe the construction work. RPR will document work with photos and daily observation reports. Photos and observation reports will be provided to the CITY OF FAYETTEVILLE. ENGINEER and RPR will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Construction Contractor's failure to perform construction work in accordance with the design or construction documents, all of which shall remain the sole responsibility of the Construction Contractor. This task includes up to 320 hours.

#### **CITY OF FAYETTEVILLE RPR Responsibilities:**

When the ENGINEER's RPR is not present on-site and the CITY OF FAYETTEVILLE is handling RPR services, the following duties and responsibilities apply:

1. General:
  - a. RPR's dealing in matters pertaining to Contractor's work in progress shall in general be with Contractor, keeping ENGINEER advised as necessary.
  - b. Prepare a daily report or keep a diary or log books, recording Contractor's hours on site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
  - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to the ENGINEER.

2. Conferences and Meetings:
  - a. Attend meetings with Contractor, such as progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Interpretation of Contract Documents:
  - a. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
4. Modifications:
  - a. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
5. Review of Work:
  - a. Conduct on-site observations of Contractor's work in progress to determine if work is in general proceeding in accordance with the Contract Documents.
  - b. Advise ENGINEER whenever RPR believed that any part of the Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
6. Tests:
  - a. Verify tests are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof.
  - b. Observe, record, and report to ENGINEER appropriate details relative to the test procedures.

END OF APPENDIX A

**City of Fayetteville, AR**  
**I-49/HWY 16/112 Interchange - Water/Sewer infrastructure Relocations**  
**Proposed Construction Phase Services**  
**4-Mar-19**  
**Burns & McDonnell Fee Estimate**

Task #	Task Description	Project Manager	Project Engineers	Detailer	RPR	Subtotal	Total Labor Cost	Expenses: Repro./ Plotting/ Travel/Misc	Total Cost
<b>Construction Phase Services</b>									
501	Provide Project Administration Services	24				24	\$5,424	\$50	<b>\$5,474</b>
502	Attend Preconstruction Conference	8	8		2	18	\$3,568	\$200	<b>\$3,768</b>
503	Review Contractor's Schedules	1	4			5	\$986		<b>\$986</b>
504	Review Shop Drawings and Data Submittals	4	50			54	\$10,404		<b>\$10,404</b>
505	Attend Progress Meetings (3 Meetings)	24	24		6	54	\$10,704	\$500	<b>\$11,204</b>
506	Interpret Contract Documents and Respond to RFI's	2	12			14	\$2,732		<b>\$2,732</b>
507	Evaluate Claims and Change Orders	1	4			5	\$986		<b>\$986</b>
508	Review at Completion of Work	16	16		4	36	\$7,136	\$200	<b>\$7,336</b>
509	Review Applications for Payment	2	6		1	9	\$1,712	\$200	<b>\$1,912</b>
510	Prepare Conforming to Construction Record Drawings	4	8	32		44	\$7,480	\$100	<b>\$7,580</b>
	Subtotal =	86	132	32	13	263	\$51,132	\$1,250	<b>\$52,382</b>
<b>Optional Services</b>									
511	Resident Project Representative (RPR) Services (\$120/Hr)				320	320	\$38,400	\$500	<b>\$38,900</b>
	Subtotal =	0	0	0	320	320	\$38,400	\$500	<b>\$38,900</b>
	Total Labor Hours (including Optional Services) =	86	132	32	333	583	\$89,532	\$1,750	
<b>TOTAL LABOR &amp; EXPENSE FEE =</b>									<b>\$91,282</b>





113 West Mountain Street  
Fayetteville, AR 72701  
(479) 575-8323

**Resolution: 118-18**

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**File Number: 2018-0254**

**RFQ 18-01 BURNS & MCDONNELL ENGINEERING COMPANY, INC.:**

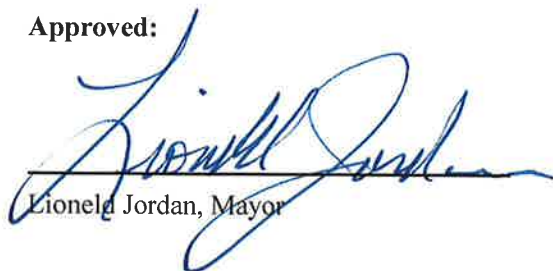
A RESOLUTION TO AUTHORIZE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC., PURSUANT TO RFQ 18-01, FOR ENGINEERING DESIGN SERVICES FOR THE WATER AND SEWER RELOCATIONS REQUIRED BY THE ARKANSAS DEPARTMENT OF TRANSPORTATION INTERSTATE 49/WEDINGTON DRIVE INTERCHANGE PROJECT IN THE AMOUNT OF \$203,269.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$40,653.80

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a professional engineering services agreement with Burns & McDonnell Engineering Company, Inc., pursuant to RFQ 18-01, for engineering design services for the water and sewer relocations required by the Arkansas Department of Transportation Interstate 49/Wedington Drive Interchange Project, and further approves a project contingency in the amount of \$40,653.80.

PASSED and APPROVED on 6/5/2018

**Approved:**

  
Lionel Jordan, Mayor

**Attest:**

  
Sondra E. Smith, City Clerk Treasurer

