

**City of Fayetteville Staff Review Form**

**2020-0598**

**Legistar File ID**

**8/4/2020**

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

Tim Nyander

7/15/2020

WATER SEWER (720)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends approval of Amendment No. 3 to the agreement between the City of Fayetteville and Olsson, Inc. for engineering services related to the East Fayetteville Water System Improvements Project in an amount not to exceed \$169,500.00 and approve a budget adjustment.

**Budget Impact:**

5400.720.5600-5314.00	Water and Sewer																								
Account Number	Fund																								
17003.1	Eastside Water Storage Tank																								
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> <td style="width: 30%;">Current Budget</td> <td style="width: 20%; text-align: right;">\$ 2,769,111.00</td> </tr> <tr> <td></td> <td></td> <td>Funds Obligated</td> <td style="text-align: right;">\$ 2,769,110.40</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Current Balance</td> <td style="text-align: right; border: 1px solid black;"><b>\$ 0.60</b></td> </tr> <tr> <td><b>Does item have a cost?</b></td> <td><u>Yes</u></td> <td>Item Cost</td> <td style="text-align: right;">\$ 169,500.00</td> </tr> <tr> <td><b>Budget Adjustment Attached?</b></td> <td><u>Yes</u></td> <td>Budget Adjustment</td> <td style="text-align: right;">\$ 169,500.00</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Remaining Budget</td> <td style="text-align: right; border: 1px solid black;"><b>\$ 0.60</b></td> </tr> </table>	<b>Budgeted Item?</b>	<u>Yes</u>	Current Budget	\$ 2,769,111.00			Funds Obligated	\$ 2,769,110.40			Current Balance	<b>\$ 0.60</b>	<b>Does item have a cost?</b>	<u>Yes</u>	Item Cost	\$ 169,500.00	<b>Budget Adjustment Attached?</b>	<u>Yes</u>	Budget Adjustment	\$ 169,500.00			Remaining Budget	<b>\$ 0.60</b>	
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V20180321

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

**Previous Ordinance or Resolution #** \_\_\_\_\_

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

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

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

**Comments:**



**MEETING OF AUGUST 4, 2020**

**TO:** Mayor and City Council

**THRU:** Susan Norton, Chief of Staff  
Tim Nyander, Utilities Director

**FROM:** Corey Granderson, Utilities Engineer

**DATE:** July 13, 2020

**SUBJECT:** **Approval of Amendment No. 3 to the Agreement Between the City of Fayetteville and Olsson, Inc. for Engineering Services Related to the East Fayetteville Water System Improvements Project and approval of a budget adjustment.**

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**RECOMMENDATION:**

Staff recommends approval of Amendment No. 3 to the agreement between the City of Fayetteville and Olsson, Inc. for engineering services related to the East Fayetteville Water System Improvements Project in an amount **not to exceed \$169,500.00** and approval of a budget adjustment.

**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. The project consists of four sub-parts that will each be bid separately. Namely:

Contract Section 1: Pressure Sustaining Valves Rehabilitation  
Contract Section 2: Gulley Road Water Tank  
Contract Section 3: Gulley and Goshen Pressure Plane Improvements  
Contract Section 4: Township Pressure Plane Improvements & Tank

Amendment No. 1 was passed administratively utilizing contingency dollars to adjust the project scope. Amendment No. 2 was passed via Res. 266-19 to account for engineering time related to permitting and re-design delays. Contract Section 2 of this project consists of an elevated water storage tank on Gulley Road. This portion of the project was successfully bid and will soon begin construction.

**DISCUSSION:**

Amendment No. 3 will provide funding for construction phase services associated with Contract Section 2, the new Gulley Road water storage tank project. Olsson will be involved with all project aspects during construction, including onsite daily observations and inspections per engineering best practices and state law.

The total costs for proposed Amendment No. 3 are based on Olsson's fee schedule and level of effort per task, not to exceed \$169,500.00. This will raise the overall engineering project fees from \$754,305.00 to \$923,805.00.

**BUDGET/STAFF IMPACT:**

Budgeted funds will be moved and utilized from the Water System Rehabilitation/ Replacement project. The total costs for proposed Amendment No. 2 are not to exceed \$169,500.00.

**Attachments:**

Engineering Services Agreement Amendment No. 3  
Fee Schedule/Matrix

AMENDMENT NO. 3  
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, on December 3, 2019, the CITY OF FAYETTEVILLE and the ENGINEER agreed to Amendment No.2 that included the ENGINEER providing additional services for the East Fayetteville and Township Pressure Plane Improvements. The work included 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 CITY OF FAYETTEVILLE now wishes to increase the scope of work to include Construction Administration services for the East Fayetteville Service Area Improvements, Contract Section II New Elevated Water Tank project. The work shall include project management, onsite meetings with contractor, field survey staking, observation of construction, and field and lab material testing; 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 and December 3, 2019, is hereby amended in the following particulars:

**SECTION 5 – PAYMENTS TO ENGINEER**

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is ~~\$923,805.00~~. 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.2.4:

A.2.4 Construction Administration Services – East Fayetteville Service Area Improvements, Contract Section II New Elevate Water Tank:

Olsson shall provide a suitable staff to perform the Construction Administration services for the East Fayetteville Service Area Improvements, Contract Section II project. Work includes the following:

1. Project Management – Includes submittals, RFI's, change orders, work change directives, review of contractors monthly pay estimates, etc. Services also include coordination with contractor, preparation and attending a kick-off meeting as well as monthly progress meetings and Engineer site visits
2. Survey – Includes constructing staking for new tank and 18-inch transmission line.
3. Resident Project Representative (RPR) – Duties of RPR include project observation and reporting construction activity to Engineer, maintaining record of construction activity, performing field material testing including concrete slump, air content, etc. tests, making concrete cylinders for strength tests, and soil density testing.
4. Material Lab Tests – Work includes concrete cylinder breaks, grout prisms, soil and aggregate proctors, gradation and Atterberg tests.
5. Post Construction – Work includes creation of project close-out documents, site visit/final walk through, plans of record, etc.

Compensation for these tasks are based on a construction timeline of 420 days to Substantial Completion and 450 days to Final Completion. If project construction runs longer than the aforementioned times, ENGINEER shall invoice CITY OF FAYETTEVILLE the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. ENGINEER shall not commence work without CITY OF FAYETTEVILLE'S prior written approval. 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

Add the following Paragraph A.4.3:

A.4.3 Construction Administration Services – East Fayetteville Service Area Improvements, Contract Section II New Elevated Water Tank:

1. The maximum not-to-exceed amount for services described in Section A.2.4 Construction Administration Services – East Fayetteville Service Area Improvements, Contract Section II New Elevated Water Tank is \$169,500.00.


For clarification purposes, Amendment No. 3 increases the maximum not-to-exceed amount project by \$169,500.00.

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 \_\_\_\_\_, 2020.

CITY OF FAYETTEVILLE, ARKANSAS

OLSSON, INC.

By: \_\_\_\_\_  
Mayor, Lioneld Jordan

By:   
W. Chris Hall, P.E.; Team Leader

ATTEST:

By: \_\_\_\_\_  
City Clerk

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

END OF AMENDMENT NO. 3 TO  
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES



Date: 09-Jul-20  
 Job: 018-0031, East Fayetteville Service Area Improvements, CSII

		<b>TOTALS</b>			
Phase/ Task	Description of Work	Total Man- Days	Total Labor Fee	Total Expense Fee	Total Fee
<b>100</b>	<b>Construction Administration</b>				
	Project Management	18.50	\$ 20,280.00	\$ 120.75	\$ 20,400.75
	Submittals	9.25	\$ 8,124.00	\$ -	\$ 8,124.00
	Change Orders, RFI's & Work Change Directives	6.75	\$ 6,828.00	\$ -	\$ 6,828.00
	Kick-Off and Progress Meetings	8.69	\$ 9,443.00	\$ -	\$ 9,443.00
	Survey - Construction Staking	1.00	\$ -	\$ -	\$ 2,100.00
	Inspection/Field Material Testing	-	\$ 106,400.00	\$ 4,200.00	\$ 110,600.00
	Lab Material Testing	-	\$ 3,000.00	\$ -	\$ 3,000.00
	Project Closeout/Post Construction Services	8.75	\$ 8,680.00	\$ 348.83	\$ 9,028.83
<b>GRAND TOTAL (rounded)</b>		<b>52.94</b>	<b>\$ 162,755.00</b>	<b>\$ 4,669.58</b>	<b>\$ 169,500.00</b>