

City of Fayetteville Staff Review Form

2020-0943

Legistar File ID

11/17/2020

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

Wade Abernathy

11/28/2020

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an amendment #2 to rfq 10-01 with Olsson Inc. for the Remaining architectural services for the replacement parking deck and the West Ave. PD Substation in the amount of \$154,900.00, and approval of a budget adjustment. This is a Phase 1 bond project.

Budget Impact:

4608.860.7820-5860.02

4608 - Arts Corridor 2019 Bonds

Account Number

Fund

46080.7820

Arts Corridor - Parking

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 698,100.00

Funds Obligated \$ 661,820.00

Current Balance **\$ 36,280.00**

Does item have a cost? Yes

Item Cost \$ 154,900.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 154,900.00

Remaining Budget **\$ 36,280.00**

V20180321

Purchase Order Number: 2020-00000355

Previous Ordinance or Resolution # 32-20

Change Order Number: 2

Approval Date: _____

Original Contract Number: 2020-0000014

Comments:



MEETING OF NOVEMBER 17, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Paul Becker, Chief Financial Officer

FROM: Wade Abernathy, Director Bond and Construction Projects

DATE: 11/28/2020

SUBJECT: Amendment #2 to RFQ 19-01 with Olsson Engineering, Inc on the Cultural Arts Corridor Replacement Parking Deck.

RECOMMENDATION:

Staff recommends approval of an amendment #2 to RFQ-19-01, for professional engineering services agreement with Olsson Inc. to include the Balance of the Architectural Services for the Cultural Arts Corridor Replacement Parking Deck and West Ave. Police Substation AND property surveys in the amount of \$154,900.

BACKGROUND:

In April 2019, Fayetteville voters approved question 8 on the bond initiative for the new cultural arts corridor. The mayor and council committed that replacement parking would be included as a part of that project, and such parking would be completed prior to the commencement of the phase 2 civic plaza.

Phase 1 Bonds allocated \$20,016,970 for the CAC and replacement parking.

In January 2020, Council passed resolution 32-20 for approval of a contract with Olsson, Inc. for Engineering Services for the replacement parking deck.

In June 2020, amendment #1 was approved to include Schematic Design Architectural Services for the Architectural Elements of the Deck, and the West Avenue Police Substation.

DISCUSSION:

This amendment includes the Balance of the Architectural Services for the Architectural Elements of the Deck and West Avenue Police Substation including Design Development, Construction Drawings, Bidding and Negotiation, and Construction Administration. It also includes the structural Design of the Colonnade, Survey and platting.

BUDGET/STAFF IMPACT:

A Budget Adjustment will move funds from the Phase 1 Bond 4608.860.7999.00 Unallocated Budget to the Parking Engineering/Architectural Budget 4608.860.7820-5860.02

Attachments:

Amendment #2

AMENDMENT NO. 2
To
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE CONSTRUCTION OF A NEW DOWNTOWN PARKING DECK
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
OLSSON, Inc.

WHEREAS, on January 21, 2020, the City of Fayetteville, Arkansas (CITY OF FAYETTEVILLE) and Olsson, Inc. of Fayetteville, Arkansas (ENGINEER) entered into an Agreement for professional engineering services in connection with the New Downtown Parking Deck (the "Project"); and

WHEREAS, on June 22, 2020, the Agreement was amended to include architectural services for the Schematic Design phase; and

WHEREAS, the scope of the current contract excludes architectural services for phases other than Schematic Design, and the CITY OF FAYETTEVILLE now wishes to increase the scope of work to include architectural services for Development Design and Construction Documents through a subconsultant to the ENGINEER; and

WHEREAS, the CITY OF FAYETTEVILLE has requested additional structural engineering services for a colonnade and surveying services necessary to assist with agreements between the city and landowners at the project site; 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 Contract for Professional Engineering Services dated January 21, 2020, and amended on June 22, 2020, is hereby amended in the following particulars:

SECTION 4 – FEES, EXPENSES and PAYMENTS

Delete the first sentence of paragraph a and replace with the following:

- a. The maximum not-to-exceed amount authorized for this agreement is \$816,500.00, which includes the reimbursable allocation shown below.

For clarification, Amendment No. 2 increases the total project fee by \$ 154,900.00, itemized as follows:

- Architectural Design Development and Construction Documents \$138,100
- Structural Design of Colonnade (via subconsultant Walker Consultants) \$ 5,000
- Additional Surveying and Platting for Property South of Dickson \$ 9,700
- Surveying Expenses (Title Searches) for 7 parcels at \$300 per parcel \$ 2,100

APPENDIX A – SCOPE OF SERVICES

1. Project Information & Requirements

On Page 2, delete Paragraph 3.c.i. and replace with the following:

- i. Architect Services: MBL Architecture

4. Scope of Work

On Page 7, Section 4.c.iii, add the following to the end of the section:

- The scope of work shall include architectural design of the parking deck elements required for municipal use. Elements considered to be necessary or desired for commercial or other private uses (e.g. retail spaces, connections to adjacent retail buildings, accommodation for a future 6th and 7th floor mixed-use space, etc.) will be designed under a separate agreement. ENGINEER shall have no liability under this agreement for elements designed under the separate agreement for commercial or private uses.

On Page 11, Section 4.c.xi, add the following:

5. Architectural Design Development Drawings

- a. Olsson shall utilize MBL Architecture as a sub-consultant to provide architectural Design Development drawings.
- b. Based on the CITY OF FAYETTEVILLE's approval of and/or comments on the Schematic Design Documents, Design Development documents will be prepared. The Design Development documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, preliminary layouts of building systems, and outline specifications that identify major materials and systems to establish general quality levels.

On Page 13, Section 4.d.ii, add the following:

7. Architectural Construction Documents

- a. Olsson shall utilize MBL Architecture as a sub-consultant to provide architectural Construction Document drawings.
- b. Based on the CITY OF FAYETTEVILLE's approval of and/or comments on the Design Development Documents, Construction Documents will be prepared. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work.

On Page 15, add the following Section 4.d.xvi.:

1. Platting and Legal Descriptions for Property South of Dickson Street

- a. Boundary Survey: Olsson shall perform boundary surveys of the seven parcels that comprise the City of Fayetteville parking lot, located at the Southwest Corner of Dickson Street and West Avenue, sufficient for platting purposes, in accordance with Arkansas

Minimum Standards for Property Boundary Surveys. Survey is for platting purposes only; no deliverable will be provided.

- b. Platting: Olsson shall prepare an administrative subdivision of the above properties, to create the parcel to be conveyed to the Depot and the remaining parcel, including any required easements or cross access easements. Should additional parcels need to be platted, additional fees may apply. Property pins shall be set at all property corners, in accordance with Arkansas Minimum Standards for Property Boundary Surveys.
- c. Title Search: Unless provided to Olsson, title searches will be ordered for use in surveying and platting the properties.

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 _____, 2020.

CITY OF FAYETTEVILLE, ARKANSAS


OLSSON, INC.

By: _____
Mayor, Lioneld Jordan

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

ATTEST:

By: _____
City Clerk

By: 
Sterling Cramer, P.E.; Senior Vice President

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