

City of Fayetteville Staff Review Form

2021-0465

Legistar File ID

7/6/2021

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

Matt Casey

6/17/2021

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Contract Amendment #2 in the amount of \$70,090.00 with McClelland Consulting Engineers, Inc. for the W. Center Street and N. Harmon Avenue Intersection Project.

Budget Impact:

4602.860.7219-5860.02

4602 - Streets Project (2019 Bonds)

Account Number

Fund

46020.7219

Center St./Harmon Ave. Intersection

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,244,587.00

Funds Obligated \$ 67,920.49

Current Balance \$ 1,176,666.51

Does item have a cost? Yes

Item Cost \$ 70,090.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 1,106,576.51

V20210527

Purchase Order Number: 2019-00000775

Previous Ordinance or Resolution # 243-19

Change Order Number:

Approval Date:

Original Contract Number: 2019-000000049

Comments:



**MEETING OF JULY 6, 2020**

**TO:** Mayor and City Council

**THRU:** Susan Norton, Chief of Staff  
Chris Brown, Public Works Director

**FROM:** Matt Casey, Engineering Design Manager

**DATE:** June 15, 2021

**SUBJECT:** **Approval of Contract Amendment #2 in the amount of \$70,090.00 with McClelland Consulting Engineers, Inc. for the W. Center Street and N. Harmon Avenue Intersection Project.**

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**RECOMMENDATION:**

Staff recommends approval of Approval of Contract Amendment #2 in the amount of \$70,090.00 with McClelland Consulting Engineers, Inc. for the W. Center Street and N. Harmon Avenue Intersection Project.

**BACKGROUND:**

The Center and Harmon intersection is a priority project in the 2019 Bond Program. Located between the University of Arkansas and Fayetteville High School, this intersection has a high volume of both vehicular and pedestrian traffic. With the awkward vertical grades and horizontal alignment of the intersection, it makes for a difficult intersection to navigate. This project will include some minor alignment changes, a traffic signal and turn lanes to the west and north legs of the intersection. Pedestrian accommodations will be included with the signal installation as well. The project bid opening will be scheduled for a date in July of 2021.

**DISCUSSION:**

The approved contract with MCE does not include bidding services, construction phase services and materials testing. Staff has worked with MCE to develop a scope that will include support for the contractor and city staff as needed throughout the construction of this project. In addition, they will provide as-built plans at the end of the job documenting any field changes made during construction. MCE has provided a fee in the amount of \$70,090.00 for this additional work. The contract will be paid based on hourly rates for work completed, up to the total contract amount.

**BUDGET/STAFF IMPACT:**

The design for this project will be paid for with the funds from the 2019 Transportation Bond Project. The total fee including this change will be \$179,765.00. Total funding for this project in Phase I of the Bond Program is \$1,300,000.

**Attachments:**

Vicinity Map  
MCE Scope and Fee - Engineering Agreement

**HARMON AVE. & CENTER ST. INTERSECTION IMPROVEMENTS**  
**AMENDMENT TO OWNER - ENGINEER PROFESSIONAL SERVICES AGREEMENT**

**Amendment No. 2**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: November 5th, 2019
- b. Owner: The City of Fayetteville
- c. Engineer: McClelland Consulting Engineers, Inc
- d. Project: Harmon Ave. & Center St. Intersection Improvements

2. *Description of Modifications:*

The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: shall perform or furnish the following Additional Services:

- a. Revise ATTACHMENT 'A', SCOPE OF SERVICES, as attached.
- b. Revise ATTACHMENT 'D', COMPENSATION, as attached.

3. *Agreement Summary (Reference only)*

a. Original Agreement amount:	\$ 90,950.00
b. Net change for prior amendments:	\$ 18,725.00
c. This amendment amount:	\$ 70,090.00
d. Adjusted Agreement amount:	\$ 179,765.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the original Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_, 2021.

OWNER:

City of Fayetteville

By:

Title:

Date

Signed:

ENGINEER:

McClelland Consulting Engineers, Inc

By:

Title:

Date Signed:

Kevin Beaumont

Date: 2021.06.10  
16:39:18-05'00'



**ATTACHMENT 'A'**  
**Amendment No. 2**

**SCOPE OF SERVICES**

**CITY OF FAYETTEVILLE, ARKANSAS**  
**HARMON AVE. & CENTER ST. INTERSECTION IMPROVEMENTS**

**1) Bid/Award Phase**

During the bidding phase of the project, the ENGINEER will:

- a. make available construction documentation to CITY OF FAYETTEVILLE (CITY),
- b. prepare addenda as appropriate,
- c. manage pre-bid meeting and,
- d. issue Notice of Award and Notice to Proceed documents.
- e. The CITY Purchasing Department will manage the advertisement for bids, bid opening and evaluation and further will make recommendation to City Council.

**2) Construction Phase Services**

During the construction phase of work, the ENGINEER will accomplish the following:

- a. Manage preconstruction meeting.
- b. Perform survey consisting of the establishment of control points for construction purposes.
- c. Attend preconstruction conferences with CITY.
- d. Review submittals.
- e. Provide partial on-site observation (maximum 40% of time as an overall average) of the construction work as it progresses for a period not to exceed 5.5 months.
- f. Prepare contractor pay estimates and submit to CITY for review and approval.
- g. Prepare change orders as needed.
- h. Attend final inspection and prepare punch list.
- i. Prepare as-built record drawings utilizing contractor's measurements.
- j. Represent CITY at meetings as needed pertaining to this project.
- k. Prepare and submit close out documentation.

**3) Materials Testing & Special Inspection Services**

- a. See attached breakdown for construction materials testing services.

## **CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTION SERVICES:**

It is anticipated that services for construction-materials testing and special inspections for the project will include proof roll observations/subgrade recommendations, soil and coarse aggregate base density testing, reinforcing bar observations, cast-in-place concrete testing, and asphalt testing. MCE would be happy to provide additional services relevant to the project that are not currently anticipated by this proposal, at the request of the Client at an agreed-upon unit price.

The fees for each service include travel time, mileage, reporting fees, and assume the following factors:

- i. A Geotechnical Engineer/engineering technician onsite for proof-roll observation and/or subgrade recommendations regarding the building pad and pavement areas.
  - Retaining Wall Footings - 4 trips
  - New Pavement Improvements - 2 trips
  - Sidewalk Improvements - 4 trips
- ii. A certified technician onsite for each soil/base density testing trip
  - Trail Subgrade (Select Fill) – 20 trips
  - New Pavement Improvements (Select Fill) - 3 trips
  - New Pavement Improvements (Base Course) - 2 trips
  - Sidewalk Improvements (Select Fill) - 3 trips
  - Sidewalk Improvements (Base Course) - 2 trips
  - Retaining Wall Leveling Course - 4 trips
  - Retaining Wall Backfill - 8 trips
  - Utility Backfill - 6 trips
- iii. A Geotechnical Engineer or Engineering Technician onsite for the observation of reinforcing elements.
  - Drainage Features (Curb Inlets, Junction Boxes, Manholes, etc.) - 4 trips
  - Retaining Wall #1 Footings - 1 trip
  - Retaining Wall #1 - 1 trip
- iv. A certified technician onsite for each cast-in-place concrete testing trip.
  - Drainage Features (Curb Inlets, Junction Boxes, Manholes, etc.) - 4 trips
  - Retaining Wall #1 Footings - 1 trip
  - Retaining Wall #1 - 1 trip
  - Concrete Sidewalk/Trail - 4 trips
  - Driveway Patching - 2 trips
  - Curb-and-Gutter - 3 trips
- v. A certified technician onsite for asphalt testing.
  - Rolling Pattern - 1 trip
  - Asphalt Coring (3 hr onsite + testing and reporting) - 1 trip

- Bulk Sample Testing - 2 trips

From the assumptions and project details referenced above, we can provide construction materials testing and special inspections on this project for a **Not-To-Exceed Without Approval amount of \$12,755.00.**

**ATTACHMENT 'D'**  
**Amendment No. 2**

**COMPENSATION**

**CITY OF FAYETTEVILLE, ARKANSAS**  
**HARMON AVE. & CENTER ST. INTERSECTION IMPROVEMENTS**

- The compensation as defined in Attachment 'D' of the original Contract, as well as subsequent amendments, shall remain in full effect, and shall also include compensation associated with this amendment:

Amend compensation as follows:

- CITY shall pay ENGINEER for Construction Related Services and Reimbursable Expenses rendered for an amount not exceeding \$70,090.00. Professional services shall be charged using the most recent hourly rates, unless indicated otherwise. Refer to attached schedule for 2021 rates.

Bidding Services:	\$ 2,225.00
Construction Administration:	\$ 18,610.00
Construction Observation:	\$ 34,750.00
Materials Testing & Special Inspections:	\$ 12,755.00
Reimbursables:	<u>\$ 1,750.00</u>
<b>Total Construction Related Services Fee</b>	<b>\$ 70,090.00</b>





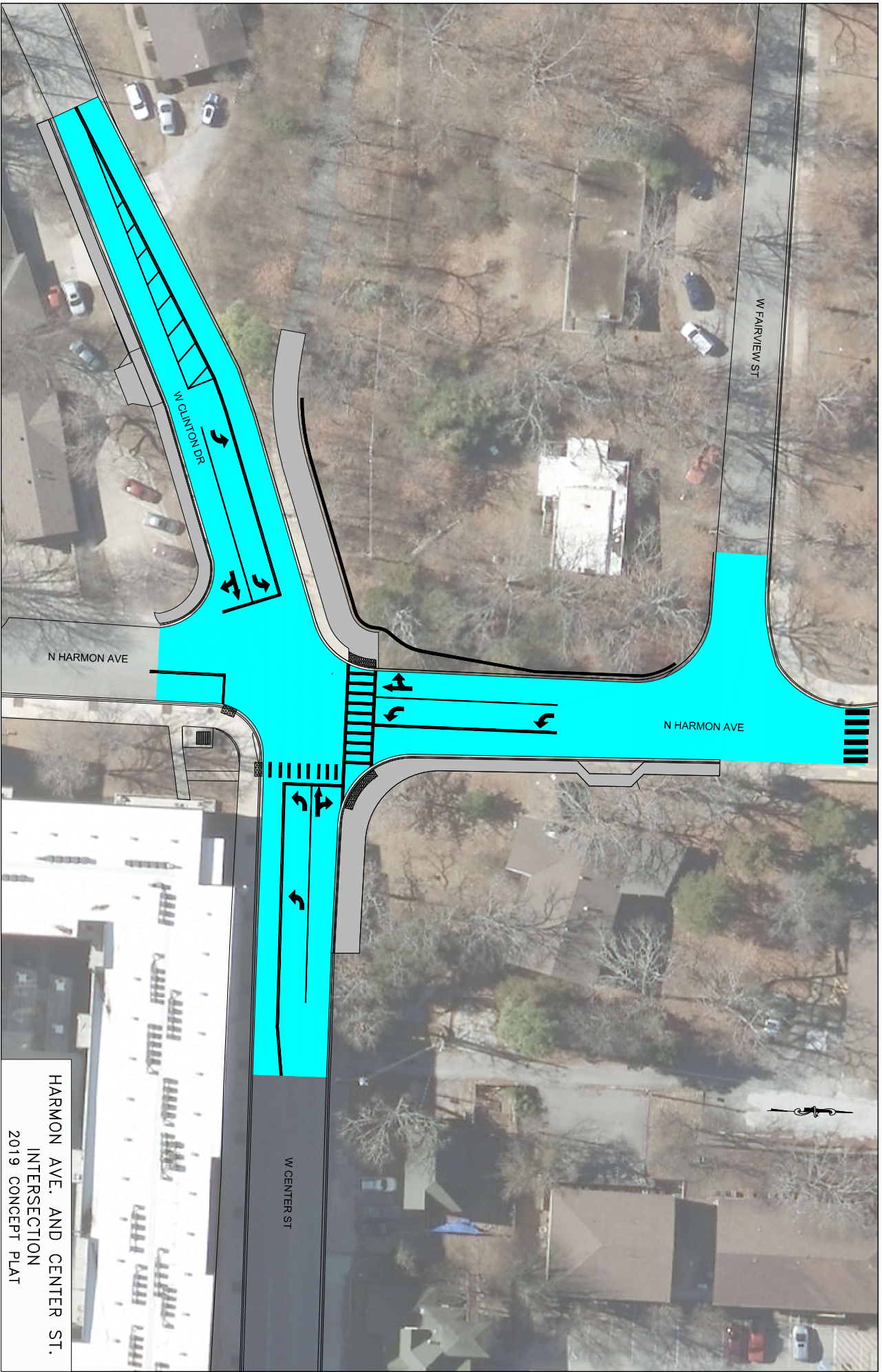
2021

**McCLELLAND CONSULTING ENGINEERS, INC.**

**\*STANDARD HOURLY RATES**

<b>Chief Draftsman</b>	<b>\$95 - \$110</b>
<b>Clerical</b>	<b>\$45 - \$75</b>
<b>Construction Observer</b>	<b>\$70 - \$140</b>
<b>Draftsman</b>	<b>\$65 - \$95</b>
<b>Environmental Scientist/Designer</b>	<b>\$105 - \$120</b>
<b>Geotech Engineer</b>	<b>\$85 - \$170</b>
<b>HR/Payroll Admin</b>	<b>\$75-\$100</b>
<b>Landscape Architect</b>	<b>\$90 - \$140</b>
<b>Media Specialist</b>	<b>\$80 - \$100</b>
<b>Principal</b>	<b>\$160 - \$230</b>
<b>Project Accountant</b>	<b>\$70 - \$155</b>
<b>Project Designer</b>	<b>\$80 - \$140</b>
<b>Project Engineer</b>	<b>\$120 - \$175</b>
<b>Project Manager</b>	<b>\$120 - \$200</b>
<b>Registered Land Surveyor</b>	<b>\$95 - \$140</b>
<b>Soils Lab Technician</b>	<b>\$50 - \$135</b>
<b>Specification Writer</b>	<b>\$50 - \$90</b>
<b>Sr. Project Manager</b>	<b>\$140 - \$230</b>
<b>Survey (2 man or Robotic) Crew</b>	<b>\$115 - \$160</b>
<b>Survey (3 man) Crew</b>	<b>\$135 - \$195</b>
<b>Survey Field (1 Man or Rodman)</b>	<b>\$45 - \$105</b>
<b>Survey GPS</b>	<b>\$75 - \$130</b>
<b>Survey Technician</b>	<b>\$65 - \$95</b>
<b>Water Lab Supervisor</b>	<b>\$70 - \$120</b>
<b>Water Lab Tech</b>	<b>\$50 - \$95</b>
<b>Expenses</b>	<b>@ Cost</b>
<b>Mileage</b>	<b>.560/mi</b>

*\* Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*



HARMON AVE. AND CENTER ST.  
INTERSECTION  
2019 CONCEPT PLAT