

City of Fayetteville Staff Review Form

2021-0625

Legistar File ID

9/7/2021

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

Tim Nyander

8/17/2021

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 5 to the agreement with Olsson, Inc. in an amount not to exceed \$312,000.00 for engineering services related to the East Fayetteville Water System 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 \$ 7,485,004.00

Funds Obligated \$ 6,493,464.62

Current Balance **\$ 991,539.38**

Does item have a cost? Yes

Item Cost \$ 312,000.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget **\$ 679,539.38**

V20210527

Purchase Order Number: 2018-319

Previous Ordinance or Resolution # 239-20

Change Order Number: 5

Approval Date:

Original Contract Number: 2018-6

Comments:



MEETING OF SEPTEMBER 7, 2021

TO: Mayor and City Council

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

FROM: Corey Granderson, Utilities Engineer

DATE: August 17, 2021

SUBJECT: **Approval of Amendment No. 5 to the Agreement Between the City of Fayetteville and Olsson, Inc. for Engineering Services Related to the East Fayetteville Water System Improvements Project**

RECOMMENDATION:

Staff recommends approval of Amendment No. 5 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 \$312,000.00.**

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 Sect. 1:	Pressure Sustaining Valves Rehabilitation	(Under Construction)
Contract Sect. 2:	Gulley Road Water Tank	(Under Construction)
Contract Sect. 3:	Gulley & Goshen Pressure Plane Improv.	(Esmt. Acquisition)
Contract Sect. 4:	Township Tank & Improvements	(Bidding)

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. Amendment No. 3 was passed via Res. 203-20 for construction phase services related to Contract Section 2, the elevated water storage tank. Amendment No. 4 was passed via Res. 239-20 for construction phase services related to Contract Section 1.

DISCUSSION:

Amendment No. 5 will provide funding for construction phase services associated with both the Township Tank construction (Phase 1 of Contract Section 4) and the Richland Creek waterline crossing (part of Contract Section 3). Both projects are in process for bid awards to start construction. Olsson will be involved with all project aspects during construction, including onsite daily observations and inspections per engineering best practices and state law. This

amendment also provides additional engineering design fees for the preparation of plans and specifications pulled from the larger contracts into smaller bid packages. These separations allowed the Township Tank to bid separate from the waterline and pump station work, providing more competition. The Richland Creek waterline crossing was separated from the larger Contract Section 3 due to an April waterline blow-out in that vicinity that needed replacements expedited.

The total costs for proposed Amendment No. 5 are based on Olsson's fee schedule and level of effort per task, not to exceed \$312,000.00. This will raise the overall engineering project fees from \$982,605.00 to \$1,294,605.00.

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. 5 are not to exceed 312,000.00.

Attachments:

Engineering Services Agreement Amendment No. 5
Fee Schedule/Matrix

AMENDMENT NO. 5
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, on August 4, 2020, the CITY OF FAYETTEVILLE and the Engineer agreed to Amendment No.3 that included the Engineer providing Construction Administration services for the East Fayetteville Service Area Improvements, Contract Section II New Elevated Water Tank project. The work includes project management, onsite meetings with contractor, field survey staking, observation of construction, and field and lab material testing; and

WHEREAS, on October 6, 2020, the CITY OF FAYETTEVILLE and the Engineer agreed to Amendment No.4 that included the Engineer providing Construction Administration services for the East Fayetteville Service Area Improvements, Contract Section I Existing Infrastructure Modifications 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 CITY OF FAYETTEVILLE now wishes to increase the scope of work to include Construction Administration services for the Township Pressure Plane Improvements – Phase 1 project as well as the Richland Creek Crossing. The work shall include project management, onsite meetings with contractor, field survey staking, observation of construction, and field and lab material testing. Scope of work to also include additional design services for the East Fayetteville Service Area Improvements, Contract Section III New Pump Station and Waterline Improvements, creation of standalone projects for the Township Pressure Plane Improvements and Richland Creek Crossing, survey and design of an 8-inch waterline along Sassafras Hill Road and geo-technical borings at Richland Creek; 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, December 3, 2019, August 4, 2020 and October 6, 2020 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 \$1,294,605.00. 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 Paragraphs:

A.2.6 Construction Administration Services – Township Pressure Plane Improvements – Phase 1:

Olsson shall provide a suitable staff to perform the Construction Administration services for the Township Pressure Plane Improvements. 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 at the new tank site.
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. Scope based on RPR on site approximately four (4) hours per day during construction activities.
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.
6. Work included separating plans and specifications to create two (2) standalone projects:
 - a. Phase 1 – Township Tank
 - b. Phase 2 – Pump Station and Waterline Improvements

Compensation for these tasks are based on a construction timeline of 510 days to Substantial Completion and 540 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.2.7 Design Services – East Fayetteville Service Area Improvements, Contract Section III:

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

1. Design of new 8-inch waterline including connections into existing distribution system along Sassafras Hill Road and separating plans and specifications to create a new standalone Richland Creek Crossing project.

A.2.8 Construction Administration Services – Richland Creek Crossing:

Olsson shall provide a suitable staff to perform the Construction Administration services for the Richland Creek Crossing. 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.
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. Scope based on RPR on site approximately two (2) hours per day during construction activities.
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.
6. Work included geotechnical borings (2 total) at Richland Creek.

Compensation for these tasks are based on a construction timeline of 90 days to Substantial Completion and 120 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 Paragraphs:

A.4.5 Construction Administration Services – Township Pressure Plane Improvements – Phase 1:

1. The maximum not-to-exceed amount for services described in Section A.2.6 Construction Administration Services – Township Pressure Plane Improvements is \$223,200.00.

A.4.6 Design Services – East Fayetteville Service Area Improvements, Contract Section III:

2. The maximum not-to-exceed amount for services described in Section A.2.7 Design Services – East Fayetteville Service Area Improvements is \$16,300.00.

A.4.7 Construction Administration Services – Richland Creek Crossing:

3. The maximum not-to-exceed amount for services described in Section A.2.6 Construction Administration Services – Township Pressure Plane Improvements is \$72,500.00.

For clarification purposes, Amendment No. 5 increases the maximum not-to-exceed amount of the project by \$312,000.00.

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 _____, 2021.

CITY OF FAYETTEVILLE, ARKANSAS

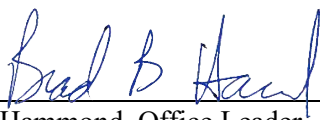
OLSSON, INC.

By: _____
Mayor, Lioneld Jordan


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

ATTEST:

By: _____
City Clerk


By: _____
Brad Hampp, Office Leader

END OF AMENDMENT NO. 5 TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES



Date: 02-Aug-21

Job: East Service Area & Township Tank Improvements

		TOTALS			
Phase/ Task	Description of Work	Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee
100	Township Improvements - Construction Administration				
	Project Management	29.00	\$ 32,100.00	\$ -	\$ 32,100.00
	Submittals	6.25	\$ 5,882.00	\$ -	\$ 5,882.00
	Change Orders, RFI's & Work Change Directives	5.25	\$ 5,572.00	\$ 143.75	\$ 5,715.75
	Kick-Off and Progress Meetings	11.63	\$ 13,305.00	\$ 189.50	\$ 13,494.50
	Property Owner Meetings	3.50	\$ 4,620.00	\$ -	\$ 4,620.00
	Survey - Construction Staking	2.50	\$ 2,000.00	\$ -	\$ 2,000.00
	Electrical - KCN	4.00	\$ 5,000.00	\$ -	\$ 5,000.00
	Instrument & Control - LNK	3.00	\$ 3,500.00	\$ -	\$ 3,500.00
	Inspection/Field Material Testing	140.00	\$ 108,000.00	\$ -	\$ 108,000.00
	Lab/Field Material Testing (Asphalt, Concrete, Subgrade)	8.00	\$ 10,000.00	\$ 7,980.00	\$ 17,980.00
	Project Closeout/Post Construction Services	8.25	\$ 8,490.00	\$ 189.50	\$ 8,679.50
200	Township Plans & Specifications Separation				
	Phase 1 - Tank	8.25	\$ 8,500.00	\$ -	\$ 8,500.00
	Phase 2 - Pump Station & Waterlines	7.50	\$ 7,732.00	\$ -	\$ 7,732.00
300	Richland Creek Crossing				
	Richland Creek Borings	6.00	\$ 6,450.00	\$ -	\$ 6,450.00
	Plans & Specs. Separation	6.25	\$ 6,590.00	\$ -	\$ 6,590.00
	Bid & Preconstruction	6.50	\$ 7,300.00	\$ -	\$ 7,300.00
	Construction Admin.				
	Project Management	20.25	\$ 22,038.00	\$ -	\$ 22,038.00
	Survey - Construction Staking	2.00	\$ 2,000.00	\$ -	\$ 2,000.00
	Inspection/Field Material Testing	27.00	\$ 20,500.00	\$ -	\$ 20,500.00
	Lab/Field Material Testing (Concrete, Subgrade)	2.50	\$ 1,500.00	\$ 500.00	\$ 2,000.00
	Project Closeout/Post Construction Services	5.50	\$ 5,630.00	\$ -	\$ 5,630.00
400	Sassafras Hill Rd. 8" Waterline				
	Engineering Design	6.25	\$ 5,838.00	\$ -	\$ 5,838.00
	Survey	3.50	\$ 4,000.00	\$ -	\$ 4,000.00
500	CSIII Pump Station & Waterlines				
	Plans & Specs. Separation	6.00	\$ 6,480.00	\$ -	\$ 6,480.00
GRAND TOTAL (rounded)		328.88	\$ 303,027.00	\$ 9,002.75	\$ 312,000.00