

City of Fayetteville Staff Review Form

2022-0027

Legistar File ID

2/1/2022

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

Wade Abernathy

1/14/2022

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve amendment #4 to RFQ 19-01 for construction administration services with Olsson, Inc. in the amount of \$324,000.00 for professional engineering services for the replacement parking deck for the Cultural Arts Corridor Phase I 2019 Bond project and approve a budget adjustment.

Budget Impact:

46080.860.7820-5860.02

4608-Arts Corridor 2019 Bonds

Account Number

Fund

46080.7820

Arts Corridor Parking

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 11,381,017.00

Funds Obligated \$ 11,337,286.80

Current Balance \$ 43,730.20

Does item have a cost? Yes

Item Cost \$ 324,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 280,270.00

Remaining Budget \$ 0.20

Purchase Order Number: 2020-00000355

Previous Ordinance or Resolution # 93-21

V20210527

Change Order Number: 3

Approval Date:

Original Contract Number: 2020-00000014

Comments:



**MEETING OF FEBRUARY 1, 2022**

**TO:** Mayor Lioneld Jordan

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

**FROM:** Wade Abernathy, Director Bond and Construction Projects

**DATE:** January 14, 2022

**SUBJECT:** Amendment #4 to Olsson Inc, Engineering services for replacement parking deck.

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**RECOMMENDATION:**

Staff recommend approval of amendment #4 to RFQ 19-01 for construction administration services with Olsson, Inc. in the amount of \$324,000.00 for professional engineering services for the replacement parking deck for the Cultural Arts Corridor Phase I 2019 Bond project and approval of a budget adjustment.

**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.

In January 2021, Amendment #3 addressed the Council requested soils borings and a report on the school street lot, to see if that was a viable location for the replacement parking in event the negotiations were unsuccessful with the Developers on the Depot Lot. Council also requested the survey of the properties at the depot lot being considered to ensure the exact footages.

In March 2021 resolution 93-21 approved Amendment #2 that included 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 included the structural Design of the Colonnade, Survey and platting.

**DISCUSSION:**

This amendment will be for the Construction Administration Services and project close outs to include Project Administration, Construction Observations, Review test reports, On site meetings, Progress meetings, and Final Inspections.

**BUDGET/STAFF IMPACT:**

A Budget Adjustment will move funds from the Phase 1 Arts Corridor Bond Unallocated Budget (46080.7999) to the Arts Corridor Parking project (46080.7820).

**Attachments:**

Olsson Amendment #4

AMENDMENT NO. 4  
To  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR THE CONSTRUCTION OF A NEW DOWNTOWN PARKING DECK  
Between  
CITY OF FAYETTEVILLE, ARKANSAS  
And  
OLSSON, Inc.

WHEREAS, 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, the Agreement was amended by Amendment No. 1 to include architectural services for the Schematic Design phase; and

WHEREAS, the Agreement was amended by Amendment No. 2 to include additional architectural services or the parking deck and additional surveying services for properties south of Dickson Street necessary to assist with agreements between the city and landowners at the project site; and

WHEREAS, the Agreement was amended by Amendment No. 3 to include additional geotechnical bores on an alternate site and additional surveying services for properties north of Dickson Street necessary to assist with agreements between the city and landowners at the project site; and

WHEREAS, the Agreement as amended set forth compensation for Phases 1-4 (through the Bid Phase) but stated that compensation for Phase 5 (Construction Administration Services) and Phase 6 (Project Closeout) would be determined through an amendment after Phase 4 was complete; and

WHEREAS, the current Agreement must now be amended to provide the additional scope and amount of compensation to the ENGINEER for Phase 5 (Construction Administration Services) and Phase 6 (Project Closeout); 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 is hereby amended in the following particulars:

**SECTION 4 – FEES, EXPENSES and PAYMENTS**

Add the following sentence at the end of Paragraph a:

The maximum not-to-exceed amount is increased by Amendment No. 4 in the amount of \$324,000, itemized as follows:

**CONSTRUCTION ADMINISTRATION AND PROJECT CLOSEOUT**

- |  |            |
|--|------------|
| • Construction Administration Services     | \$ 314,000 |
| • Limited On-Site Construction Observation | \$ 10,000  |

**APPENDIX A – SCOPE OF SERVICES**

4. Scope of Work

On Page 17, add the following Sections 4.f.ix and 4.f.x:

- ix. Limited On-Site Construction Observation. Olsson will provide a Resident Project Representative (RPR) to perform on-site construction observation and report construction activity to the ENGINEER and CITY OF FAYETTEVILLE. The observation of the RPR will be limited to the following construction elements and restrictions:
- a. Public street and drainage improvements
  - b. Public water and sewer extensions
  - c. The scope and fee is based on the RPR being on-site for limited durations during construction activities for street, drainage, and water/sewer extensions. Fee is based on a maximum of 80 hours of RPR observation. If additional inspection is required or requested by the CITY OF FAYETTEVILLE, an equitable adjustment will be requested by the ENGINEER.
  - d. Duties, responsibilities, and limitations of authority of the RPR are shown in the attachment.
  - e. Special Inspections and materials testing, including inspection of rebar, prestressed steel, observations of concrete placement, etc. is EXCLUDED from Olsson's Scope of Work. It is the responsibility of the CITY OF FAYETTEVILLE to provide these services under a separate agreement with a qualified firm and lab.

## **APPENDIX B – DESIGN FEES AND PROJECT TIMELINE**

On page 2, replace Paragraph A.b with the following paragraphs:

- b. Compensation for Phase 5 (Construction Administration Services) and Phase 6 (Project Closeout) will be based on the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. These services will be provided on a time-and-expense basis not to exceed the amounts shown in Appendix A Section 4 of this Amendment. Fees for MBL Architecture and Walker Consultants are included and will be billed as expenses. Construction Administration fee is based on the following tasks and assumptions:
  - Project Administration
  - Prepare ASI Drawings
  - Attend Preconstruction Meeting
  - Attend Virtual OAC and On-Site Progress Meetings (Maximum of 18 on-site)
  - Site Visits by Design Professionals at Appropriate Intervals (Maximum 12)
  - Submittal Review and Tracking
  - Responses to Questions and RFIs
  - Change Order Request Reviews and Change Order Preparation
  - Review Test Reports
  - Review Applications for Payment by Construction Manager
  - Final Inspection and Substantial Completion
  - Prepare and Follow up with Punch List
  - Review and Coordinate Contractor Close-out Information
  - Issue Final Completion and Acceptance Letter
  - Set Construction Control and Check Corners
- c. Compensation for Limited Construction Observation Services will be based on based on the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. These services

will be provided on a time-and-expense basis not to exceed the amounts shown in Appendix A Section 4 of this Amendment. Fee is based on a maximum of 80 hours of RPR observation. If additional administration is required or requested by the CITY OF FAYETTEVILLE, an equitable adjustment will be requested by the ENGINEER.

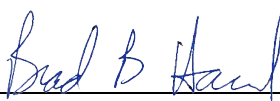
All other provisions of the original Agreement remain in full force and effect.

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 \_\_\_\_\_, 2022.

CITY OF FAYETTEVILLE, ARKANSAS

OLSSON, INC.

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

By:  \_\_\_\_\_  
Brad Hammond, PE; Office Leader

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

By:  \_\_\_\_\_  
Jeff Ford, PE; Senior Director of Technical Support

END OF AMENDMENT NO. 4 TO  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES



January 14, 2022

**City of Fayetteville**

ATTN: Wade Abernathy  
113 W. Mountain Street  
Fayetteville, AR 72701

RE: Professional Services Contract Amendment No. 4  
City of Fayetteville Downtown Parking Deck  
Olsson Project No. 020-02750

**Dear Wade:**

Please consider this letter as an attachment to the contract amendment reference above in order to clarify and provide transparency regarding future invoices.

As we discussed, Olsson received a check from City Title & Closing, LLC in the amount of \$34,700.00 for payment of surveying fees for the above reference project. Since Olsson has received full payment from the City of Fayetteville for this scope of work through previous invoices, the amount of \$34,700.00 will be credited to future invoicing as follows:

- A \$24,000 credit will be applied to invoices for work associated with Amendment No. 4 for Construction Administration Services.
- A \$10,000 amount will be applied to invoices for work associated with Amendment No. 4 for Limited On-Site Construction Observation as follows. Invoices for Limited On-Site Construction Observation will show a credit of \$10,000, with net payable amounts for this item not exceeding \$10,000 in accordance with Amendment No. 4. This effectively increases Olsson's Not-To-Exceed amount for Limited On-Site Construction Observation from \$10,000 to \$20,000, allowing an additional 80 hours of on-site observation.

Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Brad B. Hammond". The signature is written in a cursive, flowing style.

**Brad Hammond, PE**  
*Olsson Office Leader*