City of Fayetteville Staff Review Form

2022-0169

Legistar File ID

3/15/2022

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

Matt Casey	2/22/2022	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of Contract Amendment #3 in the amount of $250,400.00 with Olsson Associates, Inc. for the Porter/Deane/Sycamore/Poplar Corridor (Midtown Corridor) and approval of a budget adjustment.

Budget Impact:

4602.860.7218-5860.02	4602 - Street Projects 2019 Bonds
Account Number	Fund
46020.7218.1000	Midtown Corridor
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	4,912,566.00
		Funds Obligated	$	171,492.55
		Current Balance	**$**	**4,741,073.45**
Does item have a cost?	Yes	Item Cost	$	250,400.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	250,400.00
		Remaining Budget	**$**	**4,741,073.45**

V20210527

Purchase Order Number: 2019-00000800

Previous Ordinance or Resolution # 255-19

Change Order Number:

Approval Date:

Original Contract Number: 2019-0000053

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO

MEETING OF MARCH 15, 2022

TO: Mayor and City Council

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

FROM: Matt Casey, Engineering Design Manager

DATE: February 23, 2022

SUBJECT: **Approval of Contract Amendment #3 in the amount of $250,400.00 with Olsson Associates, Inc. for the Porter/Deane/Sycamore/Poplar Corridor (Midtown Corridor) and approval of a budget adjustment.**

RECOMMENDATION:
Staff recommends approval of Contract Amendment #3 in the amount of $250,400.00 with Olsson Associates, Inc. for the Porter/Deane/Sycamore/Poplar Corridor (Midtown Corridor) and approval of a budget adjustment.

BACKGROUND:
The Midtown Corridor is a priority project in the 2019 Bond Program and includes several different components. The corridor is 2.3 miles in length and runs in an east-west direction through a flat part of the middle of the city from I-49 at Porter to College Avenue at Poplar Street. Along Porter Road and Deane Street from the interstate to Garland Avenue the project includes street improvements with new turn lanes and drainage as well as separated pedestrian and bicycle facilities. This includes coordination with the construction of the new police headquarters and fire station. The street, drainage pedestrian, and bicycle improvements will continue along Sycamore Street from Garland Avenue to the Razorback Greenway. From the Greenway to College Avenue, the project will include multi-use trail construction along the Poplar Street alignment. Finally, a connection to the south from Poplar Street to Gregory Park will be designed as part of this contract. The City Council approved a design contract with Olsson Associates, Inc. in November of 2019.

On February 15, 2022, the City council approved a change order to the Police Headquarters contract with Flintco, LLC to include the construction of the first phase of the Midtown Corridor. Phase 1 includes the improvements along Porter Road and Deane street for the extents of the Police Headquarters and the new Fire Station.

DISCUSSION:
Through the final design process of this project, Olsson has identified design and surveying elements that were required that were beyond the approved scope of their design contract. Construction phase services for Phase 1 are also necessary as the project moves forward with construction. Staff has worked with Olsson to develop contract amendment 3 to cover these additional services.

A full list of the design scope changes is included in Appendix A of the contract amendment. The contract amendment includes the following:

1. Additional right of way and easement documents.
2. Utility coordination.
3. Utility design and redesign of storm sewer to accommodate utilities.
4. Additional survey beyond the original scope.
5. Construction phase services and materials testing.
6. Project Management

This item was presented at the February 22, 2022 Transportation Committee. The committee voted 3 to 1 to forward it to the City Council for consideration on the agenda as new business.

BUDGET/STAFF IMPACT:
This contract amendment of $250,400.00 will be paid for from the Transportation Bond Fund. The total design fee including this change will be $1,332,971.40 of which $410,000 will be paid from Walton Family Foundation grant funding, $29,316.00 from the Police Headquarters Bond Fund and $893,655.40 from the Transportation Bond Fund. The construction of Phase 1 of the project is $4,169,565.00 with a contingency of $280,000.00 bringing the current project total to $5,502,536.40 if this contract amendment is approved.

Attachments:
Olsson Associates, Inc. Scope and Fee - Engineering Agreement
Budget Adjustment

AMENDMENT NO. 3
To
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE PORTER/DEANE/SYCAMORE/POPLAR CORRIDOR
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
OLSSON, Inc.

WHEREAS, on November 19, 2019, 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 Porter/Deane/Sycamore/Poplar Corridor (the "Project"); and

WHEREAS, the scope of the current contract excluded additional engineering services, and the CITY OF FAYETTEVILLE now wishes to increase the scope of work to include these additional engineering services as described in the scope of services attached as Appendix A, 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 November 19, 2019 is hereby amended in the following particulars:

SECTION 5 – PAYMENTS TO THE ENGINEER

Section 5.1 is amended as follows:

5.1 The maximum not-to-exceed amount authorized for this agreement is increased by this Amendment 3 in an amount of $250,400 from $1,082,571.40 to $1,332,971.40 which includes all reimbursable expenses.

APPENDIX A – SCOPE OF SERVICES

Add the following scope of work as described in the attached Appendix A for Amendment 3.

Amend Section A.4 to include additional fees as shown in the attached Appendix A for Amendment 3.

Amend Section A.5 to reflect the revised project schedules as shown in the attached Appendix A for Amendment 3.

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:_____	By: _____
Mayor, Lioneld Jordan	Brad Hammond, P.E.; Office Leader
ATTEST:	
By:_____	By: _____
City Clerk	Richard D. Herrick, P.E.; Vice President

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

MIDTOWN CORRIDOR -- APPENDIX A

SCOPE OF SERVICES AND FEE ESTIMATE FOR AMENDMENT NO 3

During execution of the preliminary and final design, the CITY OF FAYETTEVILLE requested additional scope items that were not included in the original Consultant contract.

The purpose of this amendment is to revise and update the scope of services and fee estimate to reflect the requested changes and adjustment in the work effort.

Below is a list of the additional work items and a general description of each task.

TASK 1: ADDITIONAL RIGHT OF WAY AND EASEMENT DOCUMENTS - $13,000

1.1 Amendment 1 to the original contract included time and effort for title work and to prepare the ROW and Easement documents required for construction of the project. Amendment 1 assumed title work and the preparation of documents for 75 tracts. As a result of the final design, documents were required and prepared for 101 tracts. This scope item is for the title work and preparation of easement documents for the additional 26 tracts. Additional Fee = $13,000

TASK 2: UTILITY COORDINATION - $31,500

2.1 This work includes plan submittals, meetings, phone calls, identification of potential conflicts, determining pothole locations, transfer the pothole information to the plans and other general utility coordination efforts required for the projects since November 2021. Additional Fee = $20,000 current plus remaining time estimated at $11,500 totaling $31,500

TASK 3: UTILITY DESIGN OR REDESIGN TO AVOID UTILITIES - $8,000

3.1 This work includes assisting utilities in the design and layout of their facilities and re-design of storm drainage to avoid utility conflicts since November 2021. Additional Fee = $8,000

TASK 4: ADDITIONAL SURVEY - $16,900

4.1 Re-survey of one-call utility locates: Utility One-Call services had to called out to the project an additional two times to locate utilities that were missed during previous visits. Additional Fee: $1600

4.2 Survey for utility potholes: Olsson was required to flag the locations in the field, then return to survey the exposed utility. Additional Fee: $5100 current plus estimated remaining time at $3000 totaling $8100

4.3 Survey to stake ROW and Easements: As requested by the City, Olsson has staked and flagged in the field the location of proposed new right-of-way and easements to clarify the locations for the property owners as part of the acquisition process. Additional Fee = $3200 current plus additional requests estimated at $4000 totaling $7200.

TASK 5: CONSTRUCTION PHASE SERVICES FOR THE ROUNDABOUT PROJECT - $173,000 (assumes construction from March 1, 2022, through December 1, 2022 – 9 month, 39 weeks – see attached detailed scope of services)

5.1 Contract Administration including meeting attendance, review of contractor submittals, responding to requests for information, preparing change orders, reviewing monthly pay estimates associated with the roadway, conducting "as-built" survey of city utilities and preparing record drawings. $46,000

5.2 Part-time construction observation estimated at an average of 4 hours per day for the specified time. $82,000

5.3 Construction testing including earthwork, concrete and asphalt. $45,000

TASK 6: PROJECT MANAGEMENT OF TASKS 1 THROUGH 4. - $8,000

GRAND TOTAL AMENDMENT NO 3 = $250,400

SCHEDULE

The schedule for the Porter Deane Roundabout is revised to include construction phase services to be completed on or before December 1, 2022.

The schedule for submittal of the Deane/Sycamore 100% plans is revised to April 1, 2022.

The schedule for the submittal of the Poplar/Woodland 100% plans is revised to April 1, 2022.

SCOPE OF SERVICES

CONSTRUCTION PHASE SERVICES

For

Porter Road / Deane Street Roundabout Intersection

Fayetteville, Arkansas

SCOPE OF SERVICES

Construction Phase Services – The scope of this work includes part-time observation, administration, and materials testing for the above referenced project. The estimated fee is based on 9 months of construction.

PHASE 100: Construction Administration

- Assist the City in planning and conducting a pre-construction meeting
- Perform review of shop drawings and materials submittals and issue back to contractor
- Provide professional review and coordination throughout construction, including periodic attendance at progress meetings, schedule reviews, dealing with contractor and utility issues, issuance of field orders, work change directives, and change orders, and review and approval of contractor's pay applications.
- Prepare up to 1 Change Orders requiring plan revisions.
- Receive contractor requests for interpretation or clarification on the intent of the contract specifications during construction and issue responses as required. Coordinate with the City, the communication of such responses to the prime contractor.
- Determine whether or not the contractor is generally adhering to the specifications and plan documents, and schedule through on-going observations.
- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.
- Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- Provide review of final documentation including the final pay estimate, final change order and punch list review.
- Provide as-built survey of the city owned utilities (storm, sanitary, water) and of any changes made in the field during construction. Spot-shots to verify curb locations and elevations will be provided.
- Provide record drawings based on the as-built survey and markups provided by the contractor and construction observer.

PHASE 200: Construction Observation

- See the attached "Duties of Resident Project Representative"
- Construction Observer(s) to review plans and construction documents and set up appropriate field documentation books.
- Perform part-time construction observation and document the work in progress.
- Compile a daily diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed.
- Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance.
- Provide observation and documentation of the project traffic control and detour signage and communicate deficiencies to the contractor.

PHASE 300: Materials Testing

- Provide construction materials testing and reporting in accordance with the testing frequencies outlined in the contract documents including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing; storm sewer trenches; asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt as detailed below:

  Pavement Subgrades – The subgrades within the footprint of the proposed pavement areas will be evaluated with respect to stability and moisture content. The subgrades will be proof rolled with heavy construction equipment prior to placement of fill and following construction of the pavement areas.

  Fill Placement – Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory tests, including standard Proctors, Atterberg limits, and P-#200 tests will be performed to classify and determine physical properties of the proposed fill materials. Olsson will observe and perform field density tests on structural fill placed within the footprint of the proposed pavement areas.

  Utility Backfill – Olsson will obtain samples of backfill material for standard Proctor and Atterberg limits testing. Field moisture-density tests will be performed in backfill placed within segments of utility trenches, and/or along segments of foundation walls. Olsson has based this proposal with testing being performed at a minimum of:

  Exterior Concrete – Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the structure for compressive strength testing.

  Asphaltic Concrete – Olsson will perform field density tests on each lift of the base and surface courses of asphaltic concrete pavement. Olsson will provide in-place density testing to establish a rolling pattern to achieve the required density of each lift of material. In addition, Olsson will core the asphaltic concrete base and surface courses and run lab tests for core densities and

thicknesses. Olsson is assuming two lab tests will be completed for asphaltic mix design verification: one for the base mix and one for the surface course.

Reporting - Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested.

Field reports will be reviewed by our project manager and transmitted to the Client, Architect, Structural Engineer, General Contractor, and Building Official.

Following completion of the project, Olsson will prepare a final summary report stating its opinion regarding whether the portions of the work that were observed, inspected and/or tested were in compliance with the project specifications.

Assumptions, Exclusions and Additional Services

- Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's sole obligation is to report its observation, inspection and test results to Client as provided herein. The above Scope of Work was prepared without the anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. Olsson will notify the Client if construction testing frequencies and site visits are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services

- Construction staking is NOT included in this scope

- Estimate for observation and testing is based on 12 months of construction. Observation is estimated at an average of 4 hours per day. Time required beyond the estimated days may require a contract amendment. Labor for lab testing is included in the unit price for the test.

- Olsson assumes monthly progress meetings during construction, for a maximum of 12 progress meetings. Progress meetings will be coordinated by the contractor with agenda and minutes generated by the contractor.

- Any services not specifically detailed in the scope.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
    a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
    a. Record date of receipt of Shop Drawings and samples.
    b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
    c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

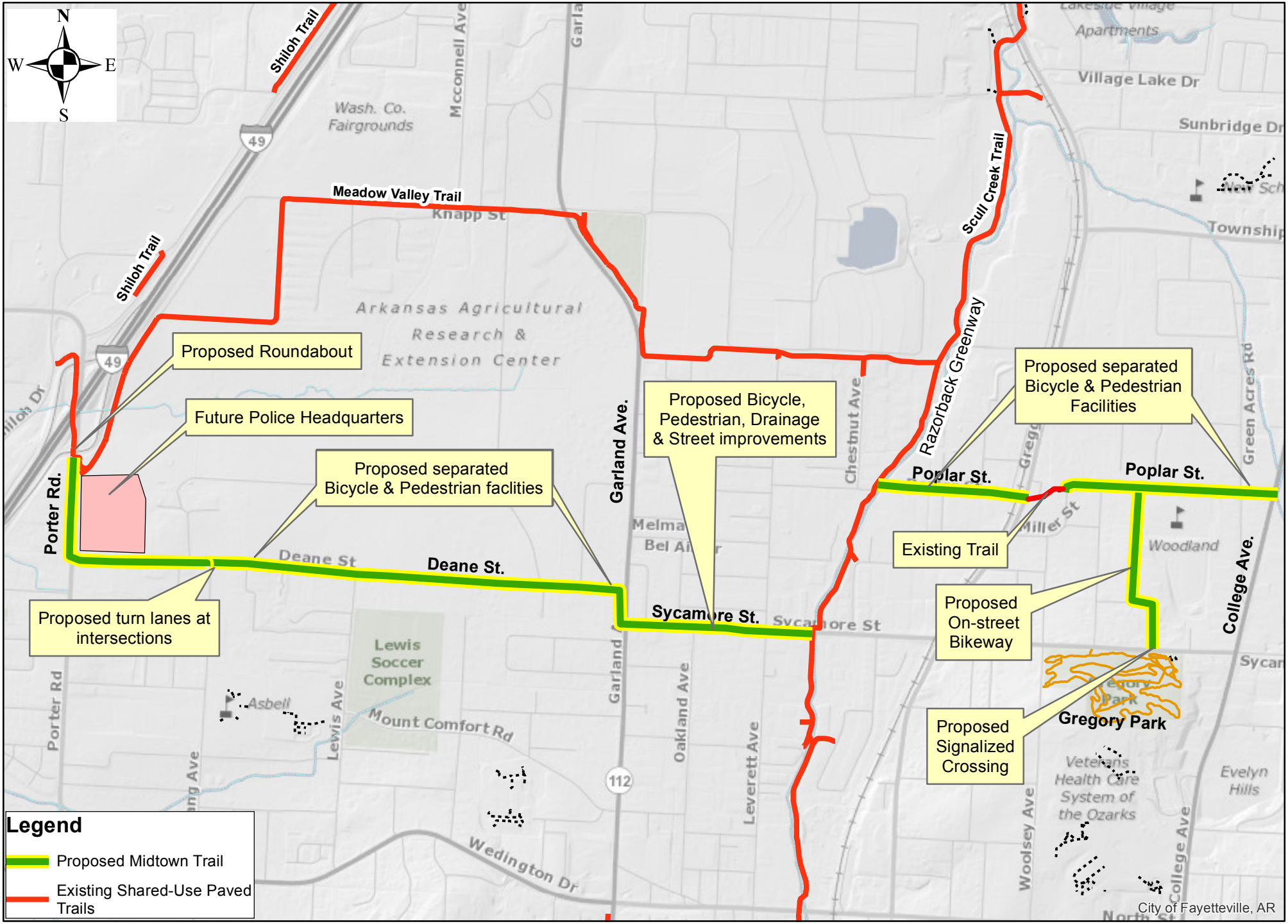
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
    a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
    b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
    c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
    d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
    a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
    b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
    a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
    b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
    c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
    d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.



CITY OF FAYETTEVILLE ARKANSAS

Midtown Trail Corridor - 2.5 Miles
Porter Rd./Deane St./Sycamore St./Poplar St./Woodland Ave.

October 2019

0 0.125 0.25 0.5 Miles