

**City of Fayetteville Staff Review Form**

**2022-0758**

**Legistar File ID**

**9/6/2022**

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

Matt Casey

8/18/2022

ENGINEERING (621)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends approval of Contract Amendment #4 in the amount of \$332,785.00 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 \$ 5,497,652.00

Funds Obligated \$ 5,068,277.08

Current Balance **\$ 429,374.92**

**Does item have a cost?** Yes

Item Cost \$ 332,785.00

**Budget Adjustment Attached?** Yes

Budget Adjustment \$ 332,785.00

Remaining Budget **\$ 429,374.92**

V20210527

**Purchase Order Number:** 2019-00000800

**Previous Ordinance or Resolution #** 255-19

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** 2019-0000053

**Comments:**



**MEETING OF SEPTEMBER 6, 2022**

**TO:** Mayor and City Council

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

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

**DATE:** August 12, 2022

**SUBJECT:** **Approval of Contract Amendment #4 in the amount of \$332,785.00 with Olsson Associates, Inc. for the Porter/Deane/Sycamore/Poplar Corridor (Midtown Corridor) and approval of a budget adjustment.**

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**RECOMMENDATION:**

Staff recommends approval of Contract Amendment #4 in the amount of \$332,785.00 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 project in the 2019 Transportation 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. The project includes vehicular improvements to the intersection of Porter Road and I-49 with a roundabout to improve the traffic flow for the large volume of traffic from the west of I-49 turning onto the interstate heading north. 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. 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 was included in the design.

The first phase of this corridor included the improvements to Porter Road and Deane Street from I-49 to the east side of the new fire station. The design for this phase was completed in January of 2022. In February of 2022, the City Council approved a change order with Flintco to include this phase in the Police Headquarters Project. Construction is currently underway and is expected to be complete in early 2023.

The design for the remainder of this corridor is complete and a Construction Manager at Risk contract with Crossland Heavy Contractors is scheduled for consideration at the August 16<sup>th</sup> city council meeting.

**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 2 are also necessary as the project moves forward with construction. Staff has worked with Olsson to develop contract amendment 4 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. Water relocation design
4. Additional survey.
5. Construction phase services and materials testing.
6. Project Management

**BUDGET/STAFF IMPACT:**

The corridor improvements are funded by the 2019 Transportation Bond Program. The current design contract with Olsson Associates is \$1,332,971.40 of which \$410,000 was paid by the Walton Family Foundation, \$29,316.00 from the Police Headquarters Bond Fund and \$893,655.40 from the Transportation Bond Fund. This contract amendment will be funded with the Transportation Bond Fund.

**Attachments:**

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

AMENDMENT NO. 4  
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 4 in an amount of \$332,785.00 from \$1,339,471.40 to \$1,672,256.40 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 4.

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

Amend Section A.5 to reflect the revised project schedules as shown in the attached Appendix A for Amendment 4.

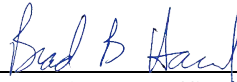
All other provisions of the original Agreement remain in full force and effect

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, P.E.; Office Leader

ATTEST:

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

By:  \_\_\_\_\_  
Richard D. Herrick, P.E.; Vice President

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

## **MIDTOWN CORRIDOR -- APPENDIX A**

### **SCOPE OF SERVICES FOR AMENDMENT NO 4**

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 or Amendments 1 through 3.

The purpose of this Amendment 4 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: RIGHT OF WAY AND EASEMENT DOCUMENT REVISIONS - \$16,000**

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 3 included additional title work and the preparation of additional documents not included in the previous Amendments. As a result of the right-of-way negotiation and acquisition process, and coordination with utilities, additional and revised right-of-way and easement documents were required. This scope item is for the preparation and revision of these documents. (this includes the most recent request to write and prepare an additional 10 utility easements and associated exhibits)

#### **TASK 2: UTILITY COORDINATION - \$15,000**

2.1 This work includes plan submittals, meetings, phone calls, identification of potential conflicts, determining pothole locations, transferring the pothole information to the plans, and other general utility coordination efforts required for the project beyond the effort identified in Amendment Number 3.

#### **TASK 3: WATER UTILITY DESIGN - \$8,000**

3.1 This work includes the relocation and removal design of the RPZ, the enclosure, and associated waterline.

#### **TASK 4: ADDITIONAL SURVEY - \$16,000**

4.1 Re-survey of one-call utility locates, survey for utility potholes including flagging locations in the field and then surveying the exposed utility, and surveys to flag/stake ROW and easements in the field beyond the efforts estimated in Amendment 3.

**TASK 5: CONSTRUCTION PHASE SERVICES FOR DEANE/SYCAMORE AND POPLAR/WOODLAND PROJECTS - \$273,785** (assumes 18 months of construction [78 weeks] – see attached detailed scope for construction services)

5.1 Contract Administration including coordination, meeting attendance (39 bi-weekly progress meetings), review of contractor submittals, responding to requests for information, preparing change orders and plan revisions associated with the roadway. (Assumes up to 5 change orders/plan revisions) \$144,480

5.2 Part-time construction observation (daily observation is provided by the City) estimated at an average of 4 hours per week for 78 weeks. \$23,400

5.3 Construction testing including earthwork, concrete and asphalt. \$76,905

5.4 As-built survey and production of Record Drawings. \$29,000

**TASK 6: PROJECT MANAGEMENT OF TASKS 1, 3, AND 4. - \$4,000**

**SCHEDULE:** This amendment extends the project schedule through completion of construction, which is estimated at 18 months, ending approximately May 1, 2024.

**GRAND TOTAL AMENDMENT NO 4 = \$332,785**

## DETAILED SCOPE OF SERVICES

### TASK 5 CONSTRUCTION PHASE SERVICES

For

Deane/Sycamore and Poplar/Woodland Projects

Fayetteville, Arkansas

#### SCOPE OF SERVICES

**Task 5 Construction Phase Services** – The scope of this work includes administration, part-time observation, materials testing, and post-construction documentation for the above referenced project. The estimated fee is based on 18 months (78 weeks) of construction.

##### Task 5.1 Construction Administration

- Perform review of shop drawings and materials submittals and issue back to contractor
- Provide professional review and coordination throughout construction, including attendance at bi-weekly (every two weeks) progress meetings, schedule reviews, dealing with contractor and utility issues, issuance of field orders, work change directives, and change orders.
- Prepare up to 5 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.
- 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.

##### Task 5.2 Construction Observation

- Perform part-time construction observation and document the work in progress.

##### Task 5.3 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.



**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.

**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, Contractor, and other appropriate individuals.

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.

#### **Task 5.4 Post-Construction Documentation**

- Complete an as-built survey of the storm new storm drainage system (rims and inverts) and at other locations where plans were revised, or changes made during construction based on markups or other information provided by the contractor or the City.
- Production of record drawings based on the as-built survey information.

## 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
- The City is responsible for the day-to-day construction observation and for the processing of the monthly pay applications. Olsson will assist with observation as requested per Amendment 4 Task 5.2.
- Estimate for construction services is based on 18 months (78 weeks) of construction. Part-time observation is estimated at an average of 4 hours per week. 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 progress meetings every 2 weeks (39 meetings) during construction. Meeting will be coordinated by the contractor with agenda and minutes generated by the contractor.
- Design changes required because of Value Engineering (VE) are not included in this Amendment.
- Any services not specifically detailed in the scope is excluded.