

**City of Fayetteville Staff Review Form**

**2020-0767**

**Legistar File ID**

**10/6/2020**

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

Tim Nyander

9/10/2020

WATER SEWER (720)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends approval of Amendment No. 4 to the agreement between the City of Fayetteville and Olsson, Inc. in an amount not to exceed \$58,800.00 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 \$ 7,001,729.00

Funds Obligated \$ 2,820,330.55

Current Balance **\$ 4,181,398.45**

**Does item have a cost?** Yes

Item Cost \$ 58,800.00

**Budget Adjustment Attached?** No

Budget Adjustment \$ -

Remaining Budget **\$ 4,122,598.45**

V20180321

**Purchase Order Number:** 2018-319

**Previous Ordinance or Resolution #** \_\_\_\_\_

**Change Order Number:** 4

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

**Original Contract Number:** 2018-6

**Comments:**



**MEETING OF OCTOBER 6, 2020**

**TO:** Mayor and City Council

**THRU:** Susan Norton, Chief of Staff  
Tim Nyander, Utilities Director

**FROM:** Corey Granderson, Utilities Engineer

**DATE:** September 10, 2020

**SUBJECT:** **Approval of Amendment No. 4 to the Agreement Between the City of Fayetteville and Olsson, Inc. for Engineering Services Related to the East Fayetteville Water System Improvements Project**

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**RECOMMENDATION:**

Staff recommends approval of Amendment No. 4 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 \$58,800.00.**

**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 Section 1: Pressure Sustaining Valves Rehabilitation  
Contract Section 2: Gulley Road Water Tank  
Contract Section 3: Gulley and Goshen Pressure Plane Improvements  
Contract Section 4: Township Pressure Plane Improvements & Tank

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.

Contract Section 1 of this project was successfully bid and will soon begin construction.

**DISCUSSION:**

Amendment No. 4 will provide funding for construction phase services associated with Contract Section 1, the rehabilitation of two large pressure sustaining valves and three smaller pressure reducing valves. Olsson will be involved with all project aspects during construction, including onsite daily observations and inspections per engineering best practices and state law.

The total costs for proposed Amendment No. 4 are based on Olsson's fee schedule and level of effort per task, not to exceed \$58,800.00. This will raise the overall engineering project fees from \$923,805.00 to \$982,605.00.

**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. 4 are not to exceed \$58,800.00.

**Attachments:**

Engineering Services Agreement Amendment No. 4  
Fee Schedule/Matrix

AMENDMENT NO. 4  
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, the CITY OF FAYETTEVILLE now wishes to increase the scope of work to include 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 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, and August 4, 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 \$982,605.00. 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 Paragraph A.2.5:

### **A.2.5 Construction Administration Services – East Fayetteville Service Area Improvements, Contract Section I Existing Infrastructure Modifications:**

Olsson shall provide a suitable staff to perform the Construction Administration services for the East Fayetteville Service Area Improvements, Contract Section I project. 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 for the modifications to be constructed at a total of three sites located on the east side of the City of Fayetteville's water service area and one site in Springdale, Arkansas at the existing pressure sustaining valve 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.

Compensation for these tasks are based on a construction timeline of 60 days to Substantial Completion and 75 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 Paragraph A.4.4:

#### **A.4.4 Construction Administration Services – East Fayetteville Service Area Improvements, Contract Section I Existing Infrastructure Modifications:**

1. The maximum not-to-exceed amount for services described in Section A.2.4 Construction Administration Services – East Fayetteville Service Area Improvements, Contract Section I Existing Infrastructure Modifications is \$58,800.00.


For clarification purposes, Amendment No. 4 increases the maximum not-to-exceed amount of the project by \$58,800.00.

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 \_\_\_\_\_, 2020.

CITY OF FAYETTEVILLE, ARKANSAS

OLSSON, INC.

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

  
By: \_\_\_\_\_  
W. Chris Hall, P.E. Team Leader

ATTEST:

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

  
By: \_\_\_\_\_  
Brad B. Hammond, P.E. Office Leader

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



Date: 07-Aug-20  
 Job: 018-0031, East Fayetteville Service Area Improvements, CSI

Phase/ Task	Description of Work	LABOR HOURS											EXPENSES				TOTALS			
		Team Leader	Senior Engineer	Project Engineer	Associate Engineer	Assistant Engineer	Designer /Senior CAD Tech.	Construction Observation	Admin./ Clerical	Travel, mile (Car)	Travel, \$/Trip (FOPS/ SURV Vehicle)	Prints (BW), each	Copies, each	Total Man- Days	Total Labor Fee	Total Expense Fee	Total Fee			
		\$190.00	\$180.00	\$145.00	\$120.00	\$102.00	\$125.00	\$118.00	\$75.00	\$0.58	\$15.00	\$1.30	\$0.15							
<b>100</b>	<b>Construction Administration</b>																			
	Project Management	32.00			40.00									9.00	\$ 12,880.00	\$ -	\$ 12,880.00			
	Submittals	4.00		8.00	24.00	24.00		4.00	16.00					10.00	\$ 9,920.00	\$ -	\$ 9,920.00			
	Change Orders, RFI's & Work Change Directives	2.00		8.00	8.00	8.00	8.00		4.00					4.75	\$ 5,616.00	\$ -	\$ 5,616.00			
	Kick-Off and Progress Meetings	5.00		6.00	12.00			4.50		80.00				3.44	\$ 3,791.00	\$ 46.00	\$ 3,837.00			
	Survey - Construction Staking													1.00	\$ 1,590.00	\$ -	\$ 1,590.00			
	Inspection/Field Material Testing							161.00			50.00			20.13	\$ 19,000.00	\$ 750.00	\$ 19,750.00			
	Lab Material Testing													-	\$ 1,000.00	\$ -	\$ 1,000.00			
	Project Closeout/Post Construction Services	2.00		2.00	16.00		8.00		2.00	20.00	20.00	24.00	560.00	3.75	\$ 3,740.00	\$ 426.70	\$ 4,166.70			
	<b>GRAND TOTAL (rounded)</b>	45.0	0.0	24.0	100.0	32.0	16.0	169.5	22.0	100.0	70.0	24.0	560.0	52.07	\$ 57,537.00	\$ 1,222.70	\$ 58,800.00			