

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2019 AGENDA**

Subject:	Type:	Submitted By:
DESIGN & CONST. PHASE ENGINEERING AGREEMENT-AMENDMENT NO. 7 84 TH STREET AND CITY CENTRE INFRASTRUCTURE – ADDITIONAL SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of Amendment No. 7 to a Professional Services Agreement with Olsson, Inc. to provide additional project management, SWPPP inspections and construction phase engineering services for the 84th Street and City Centre Infrastructure projects. After Amendment No. 7, the total not-to-exceed fee will increase by \$52,000.00 to a total of \$1,168,326.50.

FISCAL IMPACT

The FY19/20 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

The initial agreement with Olsson Associates was approved by the City Council on October 18, 2016. Olsson Associates now refers to themselves as Olsson, Inc. (Olsson). Six previous amendments to the agreement with Olsson have been approved for additional work and phasing of the infrastructure construction. Amendment No. 7 provides for additional construction phase engineering services, as well as anticipated project coordination and continued SWPPP inspections through 2020. A detailed scope of services is identified in the amendment, and a not-to-exceed fee was agreed upon for the work in this seventh amendment. The proposed agreement is available for review.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER SEVEN TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. TO PROVIDE ADDITIONAL PROJECT MANAGEMENT, STORMWATER POLLUTION PREVENTION PLAN (SWPPP) INSPECTIONS, AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR 84TH STREET AND CITY CENTRE INFRASTRUCTURE IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$52,000.00.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional project management, SWPPP inspections, and construction engineering services are necessary; and

WHEREAS, The FY19/20 Biennial Budget includes funding for this project; and

WHEREAS. The total contract amount will be \$1,168,326.50; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any expenditure over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number seven to the professional services agreement with Olsson, Inc. to provide additional project management, SWPPP inspections, and construction phase engineering services for 84th Street and City Centre Infrastructure in an additional amount not to exceed \$52,000.00.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



LETTER AGREEMENT AMENDMENT #7

Date: October 10, 2019

This AMENDMENT (“Amendment”) shall amend and become a part of the Letter Agreement for Professional Services dated October 7, 2016 between City of La Vista, NE (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services for the following Project (the “Agreement”):

PROJECT DESCRIPTION AND LOCATION

Project is located at: La Vista, NE

Project Description: 84th Street and City Centre Infrastructure – Additional Services

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson’s Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client’s professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto. The Client has chosen to appoint a 3rd party Project Representative to serve the Client role, Olsson shall coordinate with the identified representative.

PROJECT MANAGEMENT

Project Management

- Contract Administration/Scheduling & Coordination of Design Professionals/Progress Meetings - This task covers the additional effort based on 5 months (Aug 2019 thru Dec 2019) of extended project design coordination meetings (2 hrs/mtg) held bi-weekly, to coordinate with Client, Developer and other Consultants.
- Additional Services - It is understood the Client will request, from time to time, additional services (meetings, exhibits, follow up documentation, etc.) as the private development construction continues within the project site, during the 2020 calendar year. As the specific effort is unknown at this time, a reserve amount is being set up for use at the Client’s request.

CONSTRUCTION SERVICES

In general, the extent of this task will include construction services for the proposed infrastructure. The LVCC Infrastructure project was anticipated to be completed by July 2019. Due to various delays beyond Olsson's control and scope changes in the project, the project has extended through September 2019. Additional project management, administration, observation, staking, testing, and SWPPP inspections were necessary to complete Phase 3 construction, additional coordination, and to carry the project through completion. These efforts eroded the budget that was denoted for project closeout efforts. The following tasks go into additional detail for each.

Construction Services Project Management

- **Project Management:** This task includes additional time for, but is not limited to contract management, invoicing, coordination with Client, and all other general project management tasks as required for the Construction Engineering Services of this project.
- **Progress Meetings & Field Visits:** Attend weekly progress meetings as Project Engineer to address issues, provide clarifications, and review progress. Visit the site to address site specific issues that may arise. This covers up to 4 progress meetings and up to 4 site visits for the project.

Construction Administration

- **Review Contractor's Submittals:** Review Contractor submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the Client before issuing a response to the Contractor.
- **Pay Requests:** Review and process the Contractor's payment requests, and forward to the Client for payment.
- **Project Modifications:** Coordinate the preparation of any changes through the issuance of field orders, work change directives, or change orders that are agreed upon.
- **Document Interpretation and Clarification:** Provide interpretation and clarification of contract documents for the Client and General Contractor.
- **Site Visits:** Conduct visits to the construction site to observe progress of the work and to consult with the Client and Contractor on items relating to the project.
- **Progress Meetings:** Attend progress meetings, job conferences, and other project-related meetings.

Construction Observation

- **Olsson shall furnish a Responsible Project Representative (RPR)** on a full-time and part-time basis, as required in observing performance of the work of Contractor during the construction period. It is assumed the project duration will full-time during the construction. Based on the contract and revised phasing, it is assumed 48 total working days of observation are required (Aug - Sept).
- **Shop Drawings and Samples:** Record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify the Engineer of availability of samples for examination. Advise the Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the Engineer has not approved the submittal.

- Review of Work, Notification of Defective Work, Observations and Tests: Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is, in general, proceeding in accordance with the Contract Documents.
- Accompany visitors representing public or other agencies having jurisdiction over the Project, record the results of their observations and report to the Engineer.
- Interpretation of Contract Documents: Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to the Engineer.
- 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, photo logs, observations in general, and specific observations in more detail as in the case of observing test procedures.

Construction Staking

- Construction Staking: Olsson shall perform one set of construction staking for the items listed below. Any additional staking or the replacement of any damaged or destroyed stakes will be considered out of scope services, requiring approval from Client prior to restaking.

Additional Construction Staking for the project covers the effort for multiple small setups, ROW, and infrastructure elements needed for purposes of placing utilities and adjacent private development features. Additionally, as-built survey of the storm sewer will be conducted to document structure depths and flowlines.

Special Inspections / Testing

The following tasks for the various small sections of close out paving, repair paving, etc, require additional testing. Portions of the original budget set for Phase 3 work has been expended as a result of inefficiencies by the Contractor in concrete pours.

- Special Inspections and Construction Material Testing: Special inspections and construction testing services have been requested for pavement subgrades and concrete pavement construction. 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 responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein. Olsson understands the scope of work for the special inspections and construction materials testing consists of the following:
 - Pavement Subgrades: Olsson will observe subgrade preparation and perform compaction tests and proof rolls prior to pavement placement. Olsson has estimated the following:
 - Concrete Pavements – Olsson will observe placement of concrete for the concrete pavements. Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these placements. Cylinders will be cast from the concrete used for compressive strength testing at a rate of 150 CY of concrete placed. Core sampling of the concrete pavement for thickness confirmation will also be performed. Olsson has estimated the following:

Testing Management/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 on a weekly basis to the designated field representative if requested. Field reports and test reports will be reviewed by our testing manager and transmitted to the Client, Engineer, and General Contractor via Olsson's Client Command Center.

SWPPP INSPECTION SERVICES

In general, the extent of this task will include SWPPP Inspection services for the City Centre public infrastructure areas only, for the 2020 calendar year. The following services will be completed and reported back to the City and their designated maintenance contractor.

- SWPPP monitoring and inspection services are required during the 2020 calendar year.
- We shall provide an engineering technician under supervision of a professional engineer for SWPPP inspection a minimum of once per week during defined duration.
- This will include a scheduled once-per-week site visit and additional visits as required for rain events of ½" or more in any 24-hour period.
- Olsson shall report SWPPP compliance to the best of our knowledge. Inspection reports shall be retained on-site or online and will be communicated to the City's designated maintenance contractor.

COMPENSATION

Phase	Task Description	Previous Fee Amount	Amendment #7 Fee Amount	Total	Fee Type
PHASE 1 INFRASTRUCTURE - PROJECT MANAGMENT					
300	Project Management	\$ 60,400.00	\$ 3,600.00	\$ 64,000.00	TMNTE
	Additional Services	\$ -	\$ 10,000.00	\$ 10,000.00	TMNTE
	Sub-Total	\$ 60,400.00	\$ 13,600.00	\$ 74,000.00	
CONSTRUCTION SERVICES					
	City Centre Infrastructure Project				
400	Construction Services Project Management	\$ 29,800.00	\$ 2,800.00	\$ 32,600.00	TMNTE
	Design Revisions	\$ 20,000.00	\$ -	\$ 20,000.00	TMNTE
	On-Site Construction Administration	\$ 53,150.00	\$ 5,000.00	\$ 58,150.00	TMNTE
	On-Site Construction Observation	\$ 152,575.00	\$ 12,000.00	\$ 164,575.00	TMNTE
	Construction Staking	\$ 52,500.00	\$ 4,500.00	\$ 57,000.00	TMNTE
	SWPPP Inspections	\$ 20,000.00	\$ -	\$ 20,000.00	TMNTE
	Special Inspections / Testing	\$ 30,000.00	\$ 2,500.00	\$ 32,500.00	TMNTE
	Sub-Total	\$ 358,025.00	\$ 26,800.00	\$ 384,825.00	
SWPPP INSPECTION SERVICES					
	City Centre Infrastructure Project				
420	SWPPP Inspections	\$ -	\$ 9,600.00	\$ 9,600.00	TMNTE
	Sub-Total	\$ -	\$ 9,600.00	\$ 9,600.00	
EXPENSES					
900	Expenses	\$ 14,000.00	\$ 2,000.00	\$ 16,000.00	TMNTE
	Sub-Total	\$ 14,000.00	\$ 2,000.00	\$ 16,000.00	
			Amendment #7 Total	\$ 52,000.00	
			Original Contract Total	\$ 438,000.00	
			Amendment #1 Total	\$ 183,000.00	
			Amendment #2 Total	\$ 52,300.00	
			Amendment #3 Total	\$ 126,075.00	
			Amendment #4 Total	\$ 53,751.50	
			Amendment #5 Total	\$ 137,100.00	
			Amendment #6 Total	\$ 126,100.00	
TOTAL CONTRACT				\$ 1,168,326.50	

Original Contract Total	\$ 438,000.00
Amendment #1 Total	\$ 183,000.00
Amendment #2 Total	\$ 52,300.00
Amendment #3 Total	\$ 126,075.00
Amendment #4 Total	\$ 53,751.50
Amendment #5 Total	\$ 137,100.00
Amendment #6 Total	\$ 126,100.00
Amendment #7 Total	\$ 52,000.00
Total Contract	\$ 1,168,326.50

Exclusions

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Items not specifically included in the Scope of Services above.

Revisions due to errors or omissions by Olsson and correcting the plans accordingly will be at no cost to the City.

Anticipated Schedule

To maintain the project schedule, the items described above have either already taken place, or are anticipated to occur following the amendment approval.

Anticipated Amendment #7 NTP -	10/26/2019
Anticipated Project Completion -	12/30/2020

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.


Olsson’s Scope of Services for Amendment #7 will be provided on a time and expense basis not to exceed \$52,000.

TERMS AND CONDITIONS OF SERVICE

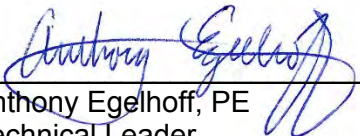
All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 

 Jeffrey C. Ford
 Senior Vice President

By 

 Anthony Egelhoff, PE
 Technical Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF LA VISTA, NE

By _____
Signature

Printed Name _____

Title _____ Dated

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OLSSON BILLING RATE SCHEDULE

2019 LABOR RATES

<u>Description</u>	<u>Range</u>
Principal.....	109 - 381
Project Manager.....	103 - 189
Project Professional.....	94 - 168
Assistant Professional.....	47 - 143
Designer.....	84 - 178
CAD Operator.....	32 - 116
Survey.....	43 - 171
Construction Services.....	40 - 189
Administrative/Clerical.....	29 - 130

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

Please contact the Project Manager for special services not included above (Survey, Field Operations (Special Inspection, Construction Observation, Geotechnical), Non-Destructive Testing, Drilling, etc.) and they will provide their Special Services Labor Rate Schedule for you to include with your Agreement.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.58/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).