

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 19, 2021 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
FIRST AMENDMENT — PROFESSIONAL SERVICES AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to authorize the first amendment to the Professional Services Agreement with Alfred Benesch & Company, Omaha, Nebraska to include professional construction engineering services for the 96<sup>th</sup> Street & 108<sup>th</sup> Street Pavement Reconstruction and Rehabilitation project for an increase of \$373,816.50 adjusting the not to exceed amount to \$490,811.50

**FISCAL IMPACT**

The FY21/22 Biennial Budget provides funding for this project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On March 17, 2020 City Council approved an agreement with Alfred Benesch & Company to produce plans and specifications for the 96<sup>th</sup> Street and 108<sup>th</sup> Street Pavement Rehabilitation Project.

The proposed amendment provides for construction engineering services associated with the project, including but not limited to project management, public meetings, pre-construction preparation, construction inspection, project closeout and materials testing.

Swain Construction is the general contractor for this project, which is anticipated to begin in the Spring of 2021 with completion by October 31, 2021.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALFRED BENESCH AND COMPANY, OMAHA, NEBRASKA TO INCLUDE CONSTRUCTION ENGINEERING SERVICES FOR AN INCREASE OF \$373,816.50, ADJUSTING THE NOT TO EXCEED AMOUNT TO \$490,811.50.

WHEREAS, the Mayor and City Council have determined that the addition of construction engineering services are necessary; and

WHEREAS, the FY21/22 Biennial Budget provides funding for the proposed services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that the first amendment to the professional services agreement, in a form satisfactory to the City Administrator or their designee, be authorized with Alfred Benesch and Company, Omaha, Nebraska for the addition of construction engineering services for an increase of \$373,816.50 adjusting the not to exceed amount to \$490,811.50.

PASSED AND APPROVED THIS 19TH DAY OF JANUARY 2020.

CITY OF LA VISTA

ATTEST:

\_\_\_\_\_  
Douglas Kindig, Mayor

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

**AMENDMENT TO ENGINEERING AGREEMENT**

**CITY OF LA VISTA**

**M376(390) & M376(391)**

**96<sup>TH</sup> STREET & 108<sup>TH</sup> STREET PAVEMENT RECONSTRUCTION  
AND PAVEMENT REHABILITATION**

THIS AMENDMENT made and entered into this December 14, 2020 by and between the firm of Alfred Benesch & Company a corporation of the State of Nebraska with offices at 14748 W Center Rd Suite 200 Omaha, NE 68144-2029 and hereinafter referred to as the "Consultant" and the City of La Vista, Nebraska, acting by and through the Mayor hereinafter referred to as the "City".

WHEREAS the City desires the Consultant to amend the Professional Service Agreement for Preliminary & Final Design Services for the **CITY OF La Vista - M376(390) & M376(391) - 96<sup>TH</sup> STREET & 108<sup>TH</sup> STREET PAVEMENT RECONSTRUCTION AND PAVEMENT REHABILITATION** which was entered into on **March 17, 2020** hereinafter called existing Agreement.

NOW THEREFORE it is hereby agreed that the existing Agreement be amended as follows:

1. The existing Agreement shall be amended to include professional construction engineering services related to project management, construction observation, materials testing and public involvement for the above-mentioned project as defined in Exhibit "B":
2. Compensation for services shall be performed on an hourly basis as shown in Exhibit "C". This modification will increase the not to exceed amount in the existing agreement by \$373,816.50.


This AMENDMENT shall be deemed a part of and subject to all terms and conditions of the existing Agreement. Except as modified above, the existing agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused presents to be executed by their proper officials thereunto duly authorized as to the dates below indicated:

EXECUTED by the Consultant this 5<sup>th</sup> day of January, 2021.

ATTEST

  
\_\_\_\_\_  
Tim O'Bryan – Senior Project Manager

  
\_\_\_\_\_  
Jeffery A. Sockel, PE - SVP-Omaha Div Mgr

EXECUTED by the City this            day of            20            .

ATTEST

\_\_\_\_\_  
Mayor of the City of La Vista

**CONSTRUCTION ENGINEERING SERVICES**

**M376(390) & M376(391)  
96<sup>TH</sup> STREET & 108<sup>TH</sup> STREET PAVEMENT RECONSTRUCTION  
AND PAVEMENT REHABILITATION**

**SCOPE OF SERVICES**

**OVERVIEW**

Alfred Benesch & Company (Benesch) proposes to provide professional services related to project management, construction observation, materials testing and public involvement for the above-mentioned project. Construction engineering activities shall include but are not limited to, project management, public meetings, pre-construction preparation, construction inspection, project closeout and materials testing.

It is Benesch's understanding that the 96<sup>TH</sup> Street pavement reconstruction will consist of removing and rebuilding the existing 4 lane divided urban section of 96<sup>th</sup> Street from approximately 300' south of the bridge over the Union Pacific Railroad to Harrison Street. The pavement rehabilitation for 96<sup>th</sup> Street and 108<sup>th</sup> Street will include, but is not limited to, pavement repair, joint and crack sealing, construction of ADA curb ramps and replacement of curb inlet tops. Following pavement repairs, 108<sup>th</sup> Street will be resurfaced with hot mix asphalt once the pavement repairs have been completed.

Benesch anticipates the staffing requirements for this contract will consist of one (1) project manager, one (1) full-time - construction observer, one (1) part-time – construction observer during concurrent construction operations, one (1) materials testing technician and necessary coordination or administrative support personnel. Exhibit "C" indicates an estimated number of hours, personnel, and testing services and the associated fees Benesch anticipates the City will request for the proposed work under this agreement. Variation of this estimate is expected due to factors beyond Benesch's control such as contractor operations, field changes, requested support services, or other situations that may occur. Should the requested services exceed this fee estimate, Benesch will notify the City if the total fee may exceed the estimated amount and compensations shall be provided using the same established billing rates.

Compensation for professional services related to project management, construction inspection, materials testing, and public involvement shall be on an hourly rate basis determined by the classification of the personnel provided or specified and the material testing fee schedule. Administration (copying, fax, printing, long distance telephone, postage, etc.), observation equipment (cellular phone, measuring wheel, levels, tools, paint, etc.), and other overhead- related expenses shall be compensated at actual costs incurred without markup. An estimate of these costs is indicated in the fee estimate.

The following shall describe the scope of work related to each of these categories. Services may be added or deleted upon request. Changes to the total contract amount will be addressed as indicated above.

The professional services provided by Benesch shall be described under the following major categories:

1. Project Management, Meetings, and Pre-Construction Preparation
2. Construction Observation
3. Materials Testing
4. Project Closeout
5. Public Involvement

**PROJECT MANAGEMENT & MEETINGS**

Benesch shall provide project management services to the City of La Vista in the following areas:

- Coordinate activities between the City of La Vista and Contractor
- Monitor the construction schedule
- Conduct periodic progress meetings
- Address stakeholder concerns
- Review and submit Partial Pay Estimates
- Scheduling personnel and testing activities

**PRE-CONSTRUCTION PREPARATION**

The following pre-construction tasks will include:

- Attend public meeting
- Develop pre-construction meeting agenda and submittal requirements
- Schedule and conduct the pre-construction meeting.
- Document, develop and submit pre-construction meeting minutes
- Coordinate and schedule public involvement notifications
- Pre-construction photos
- Mark removal limits

**CONSTRUCTION OBSERVATION**

The following construction observation tasks will include:

- Record and maintain; project field diaries, quantities, files and records.
- Create weekly progress reports.
- Submit weekly progress reports to general contractor and City representative.
- Monitor the contractors’ activities for compliance with the plans and specifications.
- Review work zone traffic control devices each day.
- Coordinate with general contractor.
- Coordinate material testing services.
- Observe and record change order and force account work.
- Document and address stakeholder concerns.

**MATERIALS TESTING SERVICES**

The following materials and testing will include:

- Perform materials testing.
- Acquire, record, and provide all necessary material certifications.
- Provide all test reports and certifications to the City project manager.

**CONSTRUCTION CLOSEOUT**

The following construction phase tasks will include:

- Schedule and conduct a final project walkthrough/inspection.
- Prepare and submit punch list to the general contractor and City representative
- Verify all project work has been completed, inspected, and approved.
- Prepare and submit as-built plans.
- Develop final payment.

## Exhibit "C"

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Task	Personnel Services											Reimbursables								
	Senior Project Manager - Principal	Professional Engineer/ Project Manager	Professional Engineer (Staff) / Project Manager I / Sr Designer	Project Engineer II/ Project Scientist II	Project Coordinator II / Construction Rep III / Project Scientist II	Seinor Technician/ Senior Project Inspector/Senior Environmental Technician/Project Coordinator I / Construction Rep I / Designer I / Project Scientist I	Engineering Technician II, Project Inspector II, Environmental Technician II/Field/Lab Tech II / Const Rep I / Technologist II / Scientist II/ Tech II	Engineering Technician I, Project Inspector I, Environmental Technician I/Technologist I / Scientist I / Div Admin Assistant I	Field/Lab Technician I, Interns, Project Assistant	Total Hours	Subtotal	Equipment, Printing, Communication, etc. Supplies/Expenses @ fixed 1% of Labor Charges	Construction Materials Testing Trip Charge @ \$72/Trip	Other Vehicle Mileage @ \$0.75/mi	Asphalt Unit Rate Testing	Concrete Unit Rate Testing	Misc. Unit Rate Testing	Misc. Chargeable Expenses	Subtotal	Estimated Fee
	0	199	0	0	0	15	15	0	0	229	\$ 40,615.00	\$ 40	\$ -	\$ 1,050	\$ -	\$ -	\$ -	\$ -	\$ 1,090	\$ 41,705.00
	0	50	0	0	0	1573	1182.5	0	522.5	3328	\$ 303,381.50	\$ 300	\$ -	\$ 9,975	\$ -	\$ -	\$ -	\$ -	\$ 10,275	\$ 313,656.50
	0	0	0	0	0	0	20	0	0	20	\$ 1,780.00	\$ -	\$ 3,600	\$ 75	\$ 2,500	\$ 8,500	\$ 2,000	\$ -	\$ 16,675	\$ 18,455.00
	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Subtotal	0	249	0	0	0	1588	1218	0	523	3577		\$ 340	\$ 3,600	\$ 11,100	\$ 2,500	\$ 8,500	\$ 2,000	\$ -		\$ 373,816.50
Project Subtotal	\$ 345,776.50																		\$ 28,040	\$ 373,816.50