

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 6, 2018 AGENDA**

Subject:	Type:	Submitted By:
DESIGN & CONST. PHASE ENGINEERING AGREEMENT-AMENDMENT NO. 5 PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of Amendment No. 5 to a Professional Services Agreement with Olsson, Inc. to provide additional project management and construction phase engineering services for public improvements in La Vista City Centre. After Amendment No. 5 the total not-to-exceed fee will increase by \$137,100.00 to a total of \$990,226.50.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

Amendment No. 1 to the Redevelopment Plan-84th Street Redevelopment Area provides for a public improvement redevelopment project within a specified public improvement redevelopment project area. Olsson Associates was selected for the initial design of public infrastructure improvements in City Centre in response to an RFP process during which three firms made submittals to perform the work. 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). Four previous amendments to the agreement with Olsson have been approved for additional work and phasing of the infrastructure construction. This Amendment No. 5 provides for additional construction phase engineering services due to the extended duration of the project for approximately 10 months beyond the original expected duration. There is also some additional staking, testing and observation required for regrading of Outlot “C” that is required to utilize excess soil on site rather than paying to haul the soil off-site. A detailed scope of services was developed with Olsson, reviewed with Project Advisor HDR, and a not-to-exceed fee was agreed upon for the work in this fifth 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 FIVE TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. TO PROVIDE ADDITIONAL PROJECT MANGEMENT AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR PUBLIC IMPROVEMENTS IN LA VISTA CITY CENTRE IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$137,100.00.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional engineering services related to the La Vista City Centre are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number five to the professional services agreement with Olsson, Inc. to provide additional project management and construction phase engineering; and

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

WHEREAS. The total contract amount will be \$990,226.50; 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 five to the professional services agreement with Olsson, Inc. to provide additional project management and construction phase engineering services for public improvements in La Vista City Centre in an additional amount not to exceed \$137,000.00.

PASSED AND APPROVED THIS 6TH DAY OF NOVEMBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



LETTER AGREEMENT AMENDMENT #5

Date: October 24, 2018

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: Phase 1 Infrastructure Improvements at La Vista Centre

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 12 months (Oct 2017 thru Sept 2018) of extended project design coordination meetings (2 hrs/mtg) held bi-weekly, to coordinate with Client, Developer and other Consultants. It also assumes these meetings will continue another 10 months (July 2019). Additionally, 1 hour per month over the 22-month timeframe for follow up coordination/correspondence, etc.

CONSTRUCTION SERVICES

In general, the extent of this task will include construction services for the proposed infrastructure. The original LVCC Infrastructure project was anticipated to be completed between April 2018 and October 2018. Due to various delays beyond Olsson's control and scope changes in the project, it is now likely to extend to July 2019. Additional project management, administration, observation, staking, testing, and SWPPP inspections are necessary to complete Phase 3 construction, additional grading within the project, and to carry the project through completion. 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, due to the project duration being extended approximately 10 months.
- **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. The original effort has been exceeded and requires an additional 28 progress meetings and up to 10 site visits, due to the project duration being extended approximately 10 months. It is assumed meetings will be reduced during the winter season.

Design Revisions

- This task includes effort for potential design or plan modifications associated with field revisions resulting from unforeseen issues, changes in field conditions, or adjacent development items. This task will only be used upon approval from the City representatives. The previous budget has been expended.

Construction Administration

The following tasks are required due to the project duration being extended approximately 10 months.

- **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.

- Substantial Completion: Upon receipt of written notification from the Contractor of substantial completion of Phase 1&2 for winter shutdown, schedule a walk through to identify items to be completed or corrected prior to accepting substantial completion.

Construction Observation

The following tasks are required due to the project duration being extended approximately 10 months.

- 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 require part-time observation during the winter months (Nov – Mar) and full-time during the construction season (Apr-July).
- 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 restaking Lots 4/5/6 and Outlot C grading, as well as additional verification survey done in these areas.

SWPPP Inspections

Original contract covered approximately 15 months of SWPPP inspection starting in October 2017. Due to the project duration extending approximately 10 months, additional inspections will be necessary through permit closeout.

- SWPPP monitoring and inspection services are required during construction from point of ground disturbance to completed site development.
- We shall provide an engineering technician under supervision of a professional engineer for SWPPP inspection a minimum of once per week during construction of the project.
- 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 on-site contractor.
- Olsson anticipates the SWPPP will be open for an additional period of 10 months, during which inspections will be conducted.

Special Inspections / Testing

The following tasks for the phase 3 work and additional grading operations on Lots 4/5/6 an Outlot C 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 utility backfill, 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:
 - Structural Fill –Olsson will observe and perform compaction tests on the structural fill placed during site demolition activities. Olsson has estimated the following based on periodic testing:
 - Utility Backfill Placement – Olsson will observe the exposed subgrade within the construction limits to document unsuitable soils have been removed and to identify unstable areas that require additional excavation prior to fill placement. Olsson will observe and perform compaction tests on the backfill placed during site utility installation activities at a rate of 1 density test per 100 LF of Sanitary Sewer and 1 density test per 400 LF of Storm Sewer. Olsson has estimated the following based on periodic testing:
 - 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.

COMPENSATION

Phase	Task Description	Previous Fee Amount	Amendment #5 Fee Amount	Amendment #5 Fee Amount	Total	Fee Type
PHASE 1 INFRASTRUCTURE - PROJECT MANAGMENT						
300	Project Management	\$ 41,000.00	\$ 19,400.00	\$ 60,400.00		TMNTE
	Sub-Total	\$ 41,000.00	\$ 19,400.00	\$ 60,400.00		
CONSTRUCTION SERVICES						
	City Centre Infrastructure Project					
	Construction Services Project Management	\$ 16,800.00	\$ 13,000.00	\$ 29,800.00		TMNTE
	Design Revisions	\$ 15,000.00	\$ 5,000.00	\$ 20,000.00		TMNTE
	On-Site Construction Administration	\$ 36,750.00	\$ 16,400.00	\$ 53,150.00		TMNTE
400	On-Site Construction Observation	\$ 88,275.00	\$ 64,300.00	\$ 152,575.00		TMNTE
	Construction Staking	\$ 48,000.00	\$ 4,500.00	\$ 52,500.00		TMNTE
	SWPPP Inspections	\$ 12,000.00	\$ 8,000.00	\$ 20,000.00		TMNTE
	Special Inspections / Testing	\$ 27,500.00	\$ 2,500.00	\$ 30,000.00		TMNTE
	Sub-Total	\$ 244,325.00	\$ 113,700.00	\$ 358,025.00		
EXPENSES						
900	Expenses	\$ 10,000.00	\$ 4,000.00	\$ 14,000.00		TMNTE
	Sub-Total	\$ 10,000.00	\$ 4,000.00	\$ 14,000.00		
	Amendment #5 Total		\$ 137,100.00			
	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				
	TOTAL CONTRACT		\$ 990,226.50			

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
Total Contract	\$ 990,226.50

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.

CC Infrastructure Construction NTP -	04/02/2018
Original Project Completion -	11/16/2018
Anticipated Spring NTP -	04/01/2019
Anticipated Project Completion -	07/07/2019

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 #5 will be provided on a time and expense basis not to exceed \$137,100.

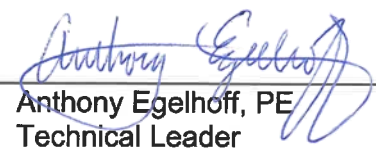
TERMS AND CONDITIONS OF SERVICE

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 ASSOCIATES, INC.

By  _____
Brian Chaffin
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