

**CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT
NOVEMBER 8, 2017 AGENDA**

| Subject: | Type: | Submitted By: |
|--|-------------------------------------|--------------------------------|
| DESIGN & CONST. PHASE ENGINEERING AGREEMENT-AMENDMENT NO. 1 FOR SITE PREPARATION- 84 TH ST REDEVELOPMENT AREA | ◆ RESOLUTION ORDINANCE RECEIVE/FILE | JOHN KOTTMANN CITY ENGINEER |

SYNOPSIS

A resolution has been prepared authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Olsson Associates (OA) for site preparation in the 84th Street Redevelopment area for an additional amount not to exceed \$32,000.

FISCAL IMPACT

The FY17/18 Biennial Budget Capital Improvement Program provides funding for this Project.

RECOMMENDATION

Approval

BACKGROUND

At the June 21, 2016 City Council meeting, the initial agreement with Olsson Associates for engineering services on this project was approved. Since that time, there have been several changes to the project with regard to phasing to accommodate existing businesses and various revisions to the plans to modify the grading of the site for proposed buildings that have been designed during the process of preparing the site. The phasing and design revisions required additional time for construction work to prepare the site and therefore additional services including survey, project management and construction phase engineering are needed..

After Amendment No. 1 the total not-to-exceed fee will increase by \$32,000 to a total of \$212,000. The scope of additional professional consulting services is set forth in the Amendment.

The City Engineer and the Project Advisor have reviewed the proposed amendment and found it to be reasonable.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY APPROVING AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR DEMOLITION AND SITE PREPARATION RELATED TO THE 84TH STREET REDEVELOPMENT AREA IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$32,000.

WHEREAS, the City Council, acting as the La Vista Community Development Agency, has determined additional engineering services related demolition and site preparation within the 84th Street Redevelopment Area are necessary; and

WHEREAS, the City Council acting as the La Vista Community Development Agency desires to approve amendment number one to the professional services agreement with Olsson Associates to provide additional engineering services; and

WHEREAS, The FY17/18 Biennial Budget Capital Improvement Program provides funding for the project; and

WHEREAS, the total not to exceed amount, with the amendment, is \$212,000; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of La Vista, acting as the La Vista Community Development Agency, does hereby approve amendment number one to the professional services agreement with Olsson Associates to provide additional engineering services for demolition and site preparation related to the 84th Street Redevelopment Area in an additional amount not to exceed \$32,000.

BE IT FURTHER RESOLVED that the City Administrator on behalf of the Agency, is authorized to execute the amendment; and the City Administrator or her designee, to include the City Engineer, is authorized to take such further actions as she or he determines necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 8TH DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LETTER AGREEMENT AMENDMENT #1

Date: October 27, 2017

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated June 23, 2016 between La Vista Community Development Agency ("Client") and Olsson Associates, 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 Redevelopment Site Preparation

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.



In general, the following scope items have been exceeded due to the extended duration of the initial demolition and mass grading phase of the project. The original versus actual completion dates for the demolition and site preparation are:

| Phase | Original Completion Date | Actual Completion Date |
|-----------------------------|--------------------------|------------------------|
| Phase 1A Demolition/Grading | March 1, 2017 | June 1, 2017 |
| Phase 1B Demolition/Grading | July 1, 2017 | November 30, 2017 |
| Phase 2 Demolition/Grading | October 30, 2017 | End of 2018 |

Fee estimates shown are to continue to provide the same level of service through the end of the first phase of demolition and site preparation as well as the remobilization and completion of phase 2.

Survey (Post Construction Verification)

Existing grades, post building & foundation removal be verified and compared to the designed mass grading surface to confirm volumes and cut/fill depths throughout the project. This was completed for both the north buildings and the Walmart building area.

Project Management (additional services due to project duration)

This work shall consist of overall management and coordination of the project team, coordination with Client and preparation of progress reports and invoices in accordance with Client requirements. To ensure the success of this project Olsson shall appoint one primary contact for the Project. In addition to the above this project manager shall be responsible for:

- Providing clear communication to the Client throughout the project.
- Scheduling all project related meetings.
- Coordination amongst all Olsson sub-teams and/or sub-consultants.
- Scheduling quality assurance reviews prior to product delivery.

Construction Administration (additional services due to project duration)

- 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.

Construction Observation (additional services due to project duration)

- Olsson shall furnish a Construction Observer on a part time basis in observing performance of the work of Contractor during the construction period.
- 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, Rejection 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, observations in general, and specific observations in more detail as in the case of observing test procedures.

Special Inspections / Testing

Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory testing, including Standard Proctors and Atterberg Limits Tests, will be performed to classify and determine physical properties of the proposed fill materials. 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 structural fill placed during site development activities.

COMPENSATION

| Phase | Task Description | Fee Amount | Amendment #1 | Total | Fee Type |
|--------------------------------------|---|---------------|--------------|---------------|--|
| 100 | Survey Verification | \$ 5,000.00 | \$ - | \$ 5,000.00 | TMNTE |
| 110 | Survey (Post Construction Verification) | \$ 10,000.00 | \$ 7,500.00 | \$ 17,500.00 | TMNTE |
| | Sub-Total ⁽¹⁾ | \$ 15,000.00 | \$ 7,500.00 | \$ 22,500.00 | |
| 200 | Utility & Tennant Coordination | \$ 15,000.00 | \$ - | \$ 15,000.00 | TMNTE |
| 210 | Preliminary Construction Documents | \$ 15,000.00 | \$ - | \$ 15,000.00 | TMNTE |
| 220 | Final Construction Documents | \$ 30,000.00 | \$ - | \$ 30,000.00 | TMNTE |
| | Sub-Total ⁽¹⁾ | \$ 60,000.00 | \$ - | \$ 60,000.00 | |
| 300 | Project Management | \$ 20,000.00 | \$ 10,000.00 | \$ 30,000.00 | TMNTE |
| | Sub-Total ⁽¹⁾ | \$ 20,000.00 | \$ 10,000.00 | \$ 30,000.00 | |
| 400 | On-Site Construction Administration | \$ 23,500.00 | \$ 5,000.00 | \$ 28,500.00 | TMNTE |
| 410 | SWPPP Inspections | \$ 8,000.00 | \$ - | \$ 8,000.00 | TMNTE |
| 420 | On-Site Construction Observation | \$ 37,500.00 | \$ 7,500.00 | \$ 45,000.00 | TMNTE |
| 430 | Special Inspections / Testing | \$ 6,000.00 | \$ 2,000.00 | \$ 8,000.00 | TMNTE |
| | Sub-Total ⁽¹⁾ | \$ 75,000.00 | \$ 14,500.00 | \$ 89,500.00 | |
| 900 | Expenses | \$ 10,000.00 | \$ - | \$ 10,000.00 | TMNTE |
| | Sub-Total ⁽¹⁾ | \$ 10,000.00 | \$ - | \$ 10,000.00 | |
| TOTAL CONTRACT ⁽¹⁾ | | \$ 180,000.00 | \$ 32,000.00 | \$ 212,000.00 | Plus Reimbursable Expenses ⁽¹⁾ |

Exclusions

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

- Additional plan revisions beyond one revision.
- Items not specifically included in the Scope of Services above.
- Demolition of and site preparation of the Chili's site.

Anticipated Schedule

To maintain the project schedule, the items described above have either already taken place, or are anticipated to occur to with the close out of phase 1 and the completion of phase 2.

Phase 1 completion: November 30, 2017

Phase 2 duration: 30 calendar days

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.

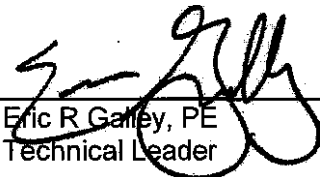
If applicable: Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$32,000.

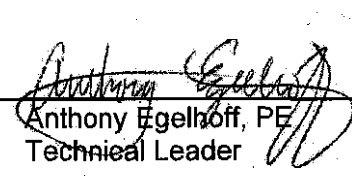
TERMS AND CONDITIONS OF SERVICE

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 ASSOCIATES, INC.

By  _____
Eric R. Galley, PE
Technical Leader

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: _____