

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

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENT NO. 1 CONSTRUCTION PHASE ENGINEERING 96 <sup>TH</sup> & BRENTWOOD DR. TRAFFIC SIGNAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared to authorize Amendment No. 1 to the Professional Services Agreement on behalf of the City of La Vista with Olsson Associates to provide construction phase engineering services for the 96<sup>th</sup> Street and Brentwood Drive Traffic Signal in an amount not to exceed \$30,045.00.

**FISCAL IMPACT**

The FY 17/18 Biennial Budget provides funding for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

An agreement with Olsson Associates to provide design of the traffic signal at 96<sup>th</sup> & Brentwood Drive was approved by the City Council on June 20, 2017 for a fee not to exceed \$33,966.92. Bids were taken and a construction contract was awarded by the City Council on January 16, 2018. Since construction will proceed, it is necessary to arrange for engineering services during this phase including construction observation and project management. A scope of work and fee proposal was obtained from Olsson Associates. It was reviewed and found to be acceptable. This is CIP Project No. PWST-16-001.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA APPROVING AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE 96<sup>TH</sup> STREET AND BRENTWOOD DRIVE TRAFFIC SIGNAL IN AN AMOUNT NOT TO EXCEED \$30,045.00.

WHEREAS, the City Council has determined construction phase engineering services for the 96<sup>th</sup> Street and Brentwood Drive traffic signal are necessary; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of La Vista does hereby approve amendment number one to the professional services agreement with Olsson Associates to provide construction phase engineering services for the 96<sup>th</sup> Street and Brentwood Drive traffic signal in an amount not to exceed \$32,045.00

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

CITY OF LA VISTA

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

ATTEST:

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

## **CONTRACT AMENDMENT #1**

This CONTRACT AMENDMENT, executed between the City of La Vista ("Client") and Olsson Associates ("Olsson"), shall amend the above-referenced Agreement dated June 6, 2017.

WITNESSETH, that in accordance of the mutual covenants herein contained, the Client hereby agrees to employ Olsson to perform engineering services hereinafter outlined.

### **PROJECT DESCRIPTION AND LOCATION**

Project Name: "96<sup>th</sup> & Brentwood Traffic Signal"

Location: 96<sup>th</sup> & Brentwood Street, La Vista, NE

### **PROJECT UNDERSTANDING**

The ENGINEER agrees to perform Construction Services associated with the construction of the new 96th & Brentwood Signal Improvement project. Our understanding for the project is based on the ENGINEER providing Construction Services consisting of Administration, Observation, Material Testing, and Construction Staking to assist in the construction of the 96th & Brentwood Signal Improvement project in La Vista, Nebraska.

In the performance of these services, ENGINEER shall not have authority or responsibility to supervise, direct, or control the CONTRACTOR'S work or the CONTRACTOR'S means, methods, techniques, sequences, or procedures of construction. ENGINEER shall not have authority or responsibility for safety precautions and programs incident to the CONTRACTOR'S work or for any failure of the CONTRACTOR to comply with laws, regulations, rules, ordinances, codes or orders applicable to the CONTRACTOR furnishing and performing the work. Specific services to be performed by ENGINEER are as follows:

### **SECTION I - SCOPE OF SERVICES**

Olsson shall provide the following services to Client (Scope of Services) for the Project.

#### **TASK 1 – CONSTRUCTION ADMINISTRATION**

##### **a. Pre-Construction Conference**

At the date and time selected by the OWNER and at facilities provided by the OWNER, conduct a pre-construction conference. ENGINEER will prepare an agenda for the conference. The pre-construction conference will include a discussion of the CONTRACTOR'S tentative schedule, procedures for transmittal and review of the CONTRACTOR'S submittals, processing payment applications, critical work sequencing, change orders, record documents, and the CONTRACTOR'S responsibilities for safety and first aid. Procedures for dealing with unforeseen problems will be developed and discussed.

##### **b. Review Contractor's Submittals**

The ENGINEER will review CONTRACTOR submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the OWNER before issuing an approval to the CONTRACTOR.

Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

**c. Pay Requests**

Review and process the CONTRACTOR'S payment requests, and forward to the OWNER for payment. ENGINEER review will be for the purpose of making a full independent mathematical check of the Contractor's payment request. ENGINEER is responsible for verifying stored materials and the quantities of work completed, which are the basis of the payment request.

**d. Project Modifications**

The ENGINEER will coordinate the preparation of any changes through the issuance of field orders, work change directives, or change orders that are agreed upon. The ENGINEER will review all modifications and all modification requests will be discussed with the OWNER before they are developed in final form.

**e. Document Interpretation and Clarification**

Provide interpretation and clarification of contract documents for the owner and general contractor.

**f. Site Visits**

Conduct visits to the construction site to observe progress of the work and to consult with the OWNER and the CONTRACTOR relating to the project.

**g. Substantial Completion**

Upon receipt of written notification from the CONTRACTOR of substantial completion, schedule a walk through to identify items to be completed or corrected prior to accepting substantial completion.

**h. Final Inspection**

In the company of the OWNER and CONTRACTOR, the ENGINEER will conduct a final completion walk through to identify items requiring completion or correction prior to final payment.

**i. Project Closeout**

Coordinate appropriate information relating to final closeout of the project including a final set of record drawings for distribution as well as securing all necessary documentation allowing for processing of final payment.

## **TASK 2 – CONSTRUCTION OBSERVATION**

ENGINEER shall furnish a part-time Resident Project Representative (RPR), assistants and other field staff to assist the City of La Vista Project Manager in observing performance of the work of CONTRACTOR during the 82-day construction period beginning on March 5, 2018.

Per information from the City, substantial completion is anticipated to be 82 days, with final completion of at the duration of said days. The basis of this proposal assumes 4 hours per day, 5 days per week, with the exception of critical items in which full observation will be required. We have assumed a maximum of 0 full-time days for this project.

Specific services to be performed by ENGINEER are as follows:

**a. Schedules**

Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

**b. Conferences and Meetings**

Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

**c. Liaison**

Serve as OWNER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

**d. 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 ENGINEER of availability of samples for examination. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

**e. Review of Work, Observations and Tests**

Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to OWNER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise OWNER of Work that RPR believes should be corrected, or should be uncovered for observation, or requires special

testing, inspection or approval. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

**f. Interpretation of Contract Documents**

Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

**g. Modifications**

Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

**h. Records**

Maintain records at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents. 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, and send copies to OWNER.

**i. Reports**

Furnish ENGINEER and OWNER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders. Report to ENGINEER and OWNER upon the occurrence of any accident.

**j. Payment Requests**

Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the work.

**k. Certificates, Maintenance and Operation Manuals**

During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

**l. Completion**

Before ENGINEER issues a Certificate of Substantial completion, submit to CONTRACTOR a list of observed items requiring completion or correction. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

**Task 3 – CONSTRUCTION TESTING SERVICES**

Construction monitoring and testing services are required prior to and during placement of pavement subgrades, utility backfill, and concrete pavement sections. We propose to provide our monitoring and testing services as per the City of Omaha standards and in the following manner:

**a. Exposed Subgrade**

ENGINEER will provide a technician to monitor the exposed subgrade within the construction limits of the pavement areas to verify that soils unsuitable for pavement have been removed and to identify unstable areas that require additional excavation prior to placement of the structural fills and/or the asphaltic and concrete pavement sections.

**b. Fill and Backfill Placement**

ENGINEER will provide an engineering technician to observe the placement of fill material on an as requested basis. Olsson will obtain samples of materials proposed for use as fill for laboratory testing. Laboratory tests, including standard/modified proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill materials.

Prior to any density testing, 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.

Once stabilized, our technician will run field density tests to document the quality of the fill and evaluate compliance with the project specifications. Our technician will report the test results and our opinions regarding compliance of the work with the project specifications to the RPR and OWNER as the work progresses.

- Non-Structural/Structural Fill – Olsson will observe and perform compaction tests on the structural fill placed during site development activities at a rate of [1]

density test per 100 square yards per lift for non-structural fill and 1 density test per 200 square feet per lift for structural fill.

- Utility Backfill – Olsson will perform a minimum of 1 test per 100 lineal feet per lift of material placed.
- Pavement Subgrade – Olsson will perform a minimum of 1 test per 2500 square feet per lift of fill placement.

**c. Pavement Subgrade**

ENGINEER/OWNER will provide a technician to observe the final prepared pavement subgrade prior to installation of the pavement section. Proofrolling of the exposed subgrades with a loaded tandem axle dump truck is recommended if area of construction permits access. In addition, in-place field density tests will be performed along with probing with a T-Rod to evaluate the exposed subgrade for the finish product. The upper 12 inches of the soil pavement subgrade will be evaluated utilizing a modified Proctor value ASTM D 1557 and ASTM D698 as required.

**d. Un-reinforced/Reinforced Concrete**

ENGINEER/OWNER will provide an observer/technician on an as-required basis during the construction of un-reinforced and reinforced concrete structures. For reinforced structures, we will observe the placement of reinforcing steel for compliance with the plans and specifications. We will sample and test the concrete for slump, air entrainment, temperature, unit weight, and other tests, and will cast compressive strength specimens for the concrete placed on-site. Samples will be cast as follows unless instructed or otherwise directed:

- Pavement – Olsson will cast 1 set of 4x8 cylinders per 100 cubic yards of concrete placement. In addition, core samples will be taken in the concrete pavement section to test of design thickness based on the City of Omaha standard for sampling and testing of the material placed.

**e. Bearing Evaluations**

Olsson will observe the bearing materials in the bases of shallow foundation excavations. The bearing materials will be evaluated with respect to the design bearing pressure. Structures requiring bearing evaluations are as follows:

- Structure Footings

**f. Field Test Reporting**

Olsson will prepare typed reports of each day's observations presenting the field test results and describing the progress and acceptability of the work and any required remedial action. Draft copies will be provided daily to your designated field representative if requested. Reports will be reviewed by our project manager and transmitted to the required parties on a daily basis. In addition, concrete compression test results will be e-mailed in a PDF format within 48 hours of laboratory testing.



#### **TASK 4 – SWPPP INSPECTIONS**

If Required and Authorized by Owner, Olsson will provide a certified SWPPP Inspector for SWPPP inspections a minimum of once per week (4 per month) as long as the permit is valid. Additional site visits may be required for rain events with ½ inch or more of rain in any 24-hour period within the project area. Olsson will report SWPPP compliance to the best of our knowledge. Inspection findings will be discussed with the on-site contractor if necessary.

Olsson will prepare typed reports of each day's observations presenting the field observations and describing the progress and acceptability of the work and any required remedial action. SWPPP Inspection Reports will be transmitted to the client. Based on construction schedule provided, Olsson has estimated 3 months of SWPPP Inspections.

#### **TASK 5 – CONSTRUCTION STAKING SERVICES**

We propose to provide our construction staking services in the following manner:

**Set Control** - Set and maintain a minimum of Six (6) Control Points and Two (2) Benchmarks throughout the project.

**Storm Sewer** - Stake the storm lines on an offset at a minimum of 50 feet with grades to the rim and invert elevations.

**Paving** - Stake the edge of paving on an offset at 50-foot intervals on tangent lines, curves will be staked at 25 foot intervals with a minimum of 3 points per curve.

**Electric**

Stake Traffic Signal Poles, Pull Boxes, and Signal Cabinet as requested by Client.

#### **SECTION 2 - COMPENSATION**

The attached Scope of Work was prepared to show the maximum amount of time and materials it would take to complete the services required to complete the Project without anticipation of profits on account of any difference between the actual and estimated quantities. Olsson will notify the Client if construction testing frequencies and site visits of the above scope of work are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals.

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 Exhibit B (Consultants Estimate of Hours) 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 will be provided on a time and expense basis not to exceed \$30,045.00.

**OLSSON ASSOCIATES, INC.**

By   
Michael C. Piernicky, PE, PTOE

  
Christopher M. Rolling, PE, PTOE

If you accept this Scope of Services, please sign:

**CITY OF LA VISTA**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

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**EXHIBIT A**

<b>Task 1 Project Management (CE Services)</b>				
Project Manager	8 hrs	\$133.00 /hr	\$	1,064.00
Administrative	4 hrs	\$54.00 /hr	\$	216.00
<b>TASK 1 TOTAL</b>				<b>\$ 1,280.00</b>

<b>Task 2 Construction Administration and Observation</b>				
<b>Construction Administration</b>				
Pre-Construction Conference	4 hrs	\$124.00 /hr	\$	496.00
General Construction Administration	8 hrs	\$124.00 /hr	\$	992.00
Review Construction Submittals	2 hrs	\$124.00 /hr	\$	248.00
Pay Requests	4 hrs	\$124.00 /hr	\$	496.00
Modifications / Change Management	2 hrs	\$124.00 /hr	\$	248.00
Progress Meetings	4 hrs	\$124.00 /hr	\$	496.00
Utility Coordination	0 hrs	\$124.00 /hr	\$	0.00
Substantial Completion Walk Thru	0 hrs	\$124.00 /hr	\$	0.00
Final Completion Walk Thru	0 hrs	\$124.00 /hr	\$	0.00
Project Closeout and Assemble Field	4 hrs	\$124.00 /hr	\$	496.00
				<b>3,472.00</b>
<b>Construction Observation</b>				
Full Time Construction Observation	hrs	\$75.00 /hr	\$	0.00
Part Time Construction Observation	218 hrs	\$75.00 /hr	\$	16,350.00
Mileage (estimated at \$15/trip)	60 trips	\$15.00 /trip	\$	900.00
<b>TASK 2 TOTAL</b>				<b>\$ 20,722.00</b>

<b>Task 3 Construction Materials Testing</b>				
<b>Fill and Backfill Placement</b>				
Technician	12 hrs	\$65.00 /hr	\$	780.00
Standard Proctor	2 tests	\$150.00 /test	\$	300.00
Atterberg Limits	2 tests	\$75.00 /test	\$	150.00
P-200 Sieve Analysis	2 tests	\$40.00 /test	\$	80.00
Mileage (estimated at \$15/trip)	10 trips	\$15.00 /trip	\$	150.00
<b>Reinforced Concrete</b>				
Technician	20 hrs	\$65.00 /hr	\$	1,300.00
Compression Test - Concrete	2 tests	\$15.00 /test	\$	30.00
Mileage (estimated at \$15/trip)	2 trips	\$14.00 /trip	\$	28.00
<b>TASK 3 TOTAL</b>				<b>\$ 2,818.00</b>

<b>Task 4 SWPPP Inspections</b>				
Erosion Control Repots	3 months	\$800.00 /month	\$	2,400.00
<b>TASK 4 TOTAL</b>				<b>\$ 2,400.00</b>

<b>Task 5 Construction Survey and Staking</b>				
<b>Control</b>				
Field Survey Crew (2 man)	14 hrs	\$150.00 /hr	\$	2,100.00
Team Leader / Licensed Surveyor	5 hrs	\$145.00 /hr	\$	725.00
<b>TASK 5 TOTAL</b>				<b>\$ 2,825.00</b>
<b>TASK 1-5 TOTAL</b>				<b>\$ 30,045.00</b>