

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 16, 2019 AGENDA

| Subject: | Type: | Submitted By: |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------|
| DESIGN & CONST. PHASE ENGINEERING AGREEMENT-AMENDMENT No. 6 84 TH STREET PAVEMENT REHABILITATION | ◆ RESOLUTION ORDINANCE RECEIVE/FILE | JOHN KOTTMANN CITY ENGINEER |

SYNOPSIS

A resolution has been prepared authorizing the execution of Amendment No. 6 to a Professional Services Agreement with Olsson, Inc. to provide additional project management and construction phase engineering services for 84th Street Pavement Rehabilitation. After Amendment No. 6 the total not-to-exceed fee will increase by \$126,100.00 to a total of \$1,116,326.50.

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). Five previous amendments to the agreement with Olsson have been approved for additional work and phasing of the infrastructure construction. Amendment No. 1 provided for the addition of design services for the 84th Street Rehabilitation. This Amendment No. 6 provides for construction phase engineering services required for the 84th Street Rehabilitation and includes resurfacing of Brentwood Drive from 84th to 87th. A detailed scope of services is identified in the amendment, and a not-to-exceed fee was agreed upon for the work in this sixth 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 SIX TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. TO PROVIDE ADDITIONAL PROJECT MANGEMENT AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR 84TH STREET PAVEMENT REHABILITATION IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$126,100.00.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional project management 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 \$1,116,326.50; 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 six to the professional services agreement with Olsson, Inc. to provide additional project management and construction phase engineering services for 84th Street Pavement Rehabilitation in an additional amount not to exceed \$126,100.00.

PASSED AND APPROVED THIS 16TH DAY OF APRIL, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



LETTER AGREEMENT AMENDMENT #6

Date: April 4, 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 Pavement Rehabilitation – Construction 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.

CONSTRUCTION SERVICES

In general, the extent of this task will include construction services for the 84th Street Pavement Rehabilitation project. Services will include project management, design revisions, construction administration, observations, testing, and staking. 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. Anticipate up to 8 progress meetings and up to 8 site visits for the project.

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.

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.
- Substantial Completion: Upon receipt of written notification from the Contractor of substantial completion of southbound lanes and northbound lanes, respectively, schedule walk throughs to identify items to be completed or corrected prior to accepting substantial completion.
- Final Completion Walk Through: In the company of the Client and Contractor, conduct a final completion walk through to identify items requiring completion or correction prior to final payment.
- 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. This task will cover documentation upload to the project ProjectWise database.
- Identify final construction costs eligible for NDOT reimbursement to the City.

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 84 total working days of observation are required (Mar-May and July-Oct).
- 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

- Establish Control: Maintain, verify and establish horizontal control (project stationing) up to two (2) trips.
- Right-of-Way Staking: Olsson shall perform one (1) set of right-of-way staking, anticipated to be primarily along Brentwood and Granville.
- Miscellaneous Staking: Olsson shall perform miscellaneous staking for the project entailing up to four (4) half day trips to the site.
- 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.

Special Inspections / Testing

- **Concrete Pavements** – Olsson will observe placement of concrete repairs in the roadway section, repairs to median and to sidewalk sections. Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these repair panels. Cylinders will be cast from the concrete used for compressive strength testing at a rate of 1 set per day concrete is placed. Olsson has estimated the following:
 - 25 Sets of 5 (4"x8") Compressive Strength Specimens for roadway repair panels (estimated 2 hrs/trip)
 - 25 Sets of 5 (4"x8") Compressive Strength Specimens for curb and gutter repair sections, median repair sections, sidewalks and curb ramps (estimated 2 hrs/trip)
- **Asphalt Pavements** – Olsson will perform coring of the pavement after placement of asphalt courses and perform laboratory density tests on each lift of the base and surface. Fifteen samples of the hot mix base and surface materials will be obtained for theoretical maximum density testing. Olsson has estimated the following:
 - 15 – Site visits for observation and sampling of asphalt materials for laboratory testing (estimated 3 hrs/trip)
 - 15 – Asphalt Gradations
 - 15 – Gyratory Compaction Tests

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 #6 Fee Amount | Total | Fee Type |
| 84th STREET PAVEMENT REHABILITATION CONSTRUCTION SERVICES | | | | | |
| | 84th Street Pavement Rehabilitation PWST-19-004 | | | | |
| 940 | Construction Services Project Management | \$ - | \$ 13,000.00 | \$ 13,000.00 | TMNTE |
| | Design Revisions | \$ - | \$ 8,000.00 | \$ 8,000.00 | TMNTE |
| | On-Site Construction Administration | \$ - | \$ 13,750.00 | \$ 13,750.00 | TMNTE |
| | On-Site Construction Observation | \$ - | \$ 62,700.00 | \$ 62,700.00 | TMNTE |
| | Construction Staking | \$ - | \$ 5,400.00 | \$ 5,400.00 | TMNTE |
| | SWPPP Inspections - Not Applicable | \$ - | \$ - | \$ - | TMNTE |
| | Special Inspections / Testing | \$ - | \$ 23,250.00 | \$ 23,250.00 | TMNTE |
| | Sub-Total | \$ - | \$ 126,100.00 | \$ 126,100.00 | |
| | | | | | |
| | Amendment #6 Total | \$ | \$ 126,100.00 | | |

| | |
|--------------------------------|------------------------|
| 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 |
| Amendment #5 Total | \$ 137,100.00 |
| Amendment #6 Total | \$ 126,100.00 |
| Total Contract | \$ 1,116,326.50 |

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 84th Street Pavement Rehab NTP - 03/26/2019
 Anticipated Project Completion - 10/11/2019

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 #6 will be provided on a time and expense basis not to exceed \$126,100.

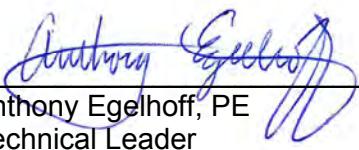
TERMS AND CONDITIONS OF SERVICE

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 
Jeffrey C. Ford
Senior Director of Technical Support

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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Connections\Amend #6\19-04-03 _RDBR_B16-0546 Amendment 6.docx

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).