

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 21, 2017 AGENDA**

Subject:	Type:	Submitted By:
DESIGN & CONST. PHASE ENGINEERING AGREEMENT-AMENDMENT NO. 3 PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of Amendment No. 3 to a Professional Services Agreement with Olsson Associates (OA) to provide design and construction phase engineering services for additional improvements in the initial phase of the public improvement redevelopment project in an amount not to exceed \$126,075.

FISCAL IMPACT

The FY17/18 Biennial Budget includes funding for this project. This will bring the total contract amount to \$799,375.

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 (OA) was approved by the City Council on October 18, 2016. Amendment No. 1 was approved on July 5, 2017 to include the design of new intersections with 84th Street and the overlay design work which will include new curb ramps to meet current accessibility requirements. Amendment No. 2 was approved on August 2, 2017 to include additional design work for off-site storm sewers, retaining walls, crosswalk details, and street lighting details not in the original scope of services. Since then, the poor results in the bidding of the infrastructure have required separating a bid package to serve the first building under construction, and create a separate plan set for rebidding. There is also additional work in administration and construction observation related to two separate infrastructure contracts which is a change from the initial scope of work. A detailed scope of services was developed with OA and a not-to-exceed fee was agreed upon for the work in this third amendment. The proposed agreement is included for your information.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER THREE TO THE PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES TO PROVIDE DESIGN PHASE ENGINEERING SERVICES FOR ADDITIONAL IMPROVEMENTS RELATED TO THE 84TH STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$126,075.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional engineering services related the 84th Street Redevelopment Area are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number three to the professional services agreement with Olsson Associates to provide design and construction phase engineering for additional improvements; and

WHEREAS, The FY17/18 Biennial Budget includes funding for this project; and

WHEREAS, The total contract amount will be \$799,375; 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 three to the professional services agreement with Olsson Associates to provide design phase engineering services for additional improvements related to the 84th Street Redevelopment Area in an amount not to exceed \$126,075.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



LETTER AGREEMENT AMENDMENT #3

Date: October 30, 2017

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 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: Phase 1 Infrastructure Improvements at La Vista City 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.

PHASE 1 INFRASTRUCTURE DESIGN

In general, the following design tasks were requested as a result of the July 26, 2017 bid being rejected and requiring the project be broken into two packages and rebid.

Phase 1B Repackage and Coordination

- Phase 1B Repackage - The Consultant has separated out the Phase 1B segment of the original plans and incorporated into an independent plan package. The effort included

modifications to design of the 83rd Avenue profile to tie into the existing roadway at a new location. Alternative design of the sanitary sewer to connect to the existing sewer line running east through Outlot C. Modifications to plans to incorporate the various changes in quantities, bid items, and other construction notes.

- Coordination with Client/Contractors – The Consultant coordinated with the Client post bid to determine the proposed course of action following the high bids. This effort included coordinating with the low bidder to determine ways to reduce cost, working through Client options, and coordination on negotiating with ultimate Contractor, including modification to contract documents for new Phase 1B contract.

City Centre Infrastructure Rebid Package

- Rebid Package - The Consultant has separated out the remainder of original bid package and modified the plans accordingly. This effort included modifications to the phasing plans, adjustments to contractor access road and security fence, incorporating the changes from Phase 1B plans, modifications to the erosion control to incorporate new phasing schedule, and modifications to the grading on the school property to flatten slopes. Modification to plans to incorporate the various quantities, bid items, and other construction notes.

REBID PACKAGE DOCUMENTS/BIDDING PROCESS

In general, the extent of this task will include rebid package preparation and bidding procedure for the City Centre Infrastructure project. The previous scope covered one bidding process.

- Bid Specifications & Up-front Documents - The Consultant will prepare the Up-front Documents and Bid Specifications for use in the final rebid documents distributed by the Client.
- Bid Tabs - The Consultant will prepare bid tabs for inclusion into the final rebid documents distributed by the Client.
- Answer Design Questions - The Consultant shall answer design related questions (RFI's) receiving during the bidding process, through the Client.
- Prepare Addenda - The Consultant shall prepare information to support up to three (3) addendum to the bidding documents if necessary during the rebidding of the project to clarify the design or address questions raised at the pre-bid meeting.
- Attend Pre-Bid Meeting - The Consultant will conduct a pre-bid meeting. The Consultant shall provide an overview of the project to the attendees.
- Contract Preparation and Coordination - The Consultant will prepare and distribute the contract documents, coordinate with the selected Contractor on bonds and insurance, and assist the Client on executing the documents.

PROJECT MANAGEMENT

Project Management

- **Contract Administration/Scheduling & Coordination of Design Professionals/Progress Meetings** - This task covers the additional effort based on 2 months of extended project duration from original scope and includes time for overall management and coordination of the project team, coordination with Client staff, coordination with key stakeholders, and preparation of progress reports and invoices in accordance with Client requirements, as well as attendance at additional progress meetings.

CONSTRUCTION SERVICES

In general, the extent of this task will include construction services for the proposed infrastructure. The original project was broken into two bid packages and as such, two distinct construction projects (Phase 1B and LVCC Infrastructure). The original contract task was developed prior to design and made assumptions as to the effort anticipated for one construction project. The following tasks replace the original scope and will be completed for both construction projects. Anticipated durations for each project are defined as follows:

Phase 1B Project: September 20, 2017 – December 1, 2017 – Substantial Completion

December 2, 2017 – March 30, 2018 – Final Completion

LVCC Infrastructure: April 2, 2018 – October 22, 2018 – Substantial Completion

October 23, 2018 – November 16, 2018 – Final Completion

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. Additionally, effort in assisting the Client in coordination and closing of permits associated with the 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 20 progress meetings and up to 10 site visits for the LVCC Infrastructure project and up to 8 progress meetings and up to 5 site visits for the Phase 1B 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

- **Pre-Construction Conference:** Conduct a pre-construction conference with the Client, Contractor, Engineer, Surveyor, testing company, and construction observation team for the Phase 1B project. The City's 3rd party Project Representative will conduct the LVCC Infrastructure pre-construction conference.
- **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, schedule a walk through 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.

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 last approximately 195 working days for Phase 1B and 215 working days for LVCC Infrastructure.
- **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.

Construction Staking for each project shall include but is not limited to the following:

- Maintain, verify and establish horizontal and vertical control points as needed.
- Stake Right-Of-Way, limits of construction and temporary construction easements.
- Grade stakes – Stake roadway centerline and provide stakes for grading slopes and other breakpoints.
- Storm Sewer - Stake the storm sewer pipes on an offset with grades to the invert and rim elevations.
- Sanitary Sewer - Stake the sanitary sewer pipes on an offset with grades to the invert and rim elevations.
- Street Paving - Stake pavement sections, parking and curb bulb-outs on an offset at 50 foot intervals in the tangents and 25 foot intervals in horizontal and vertical curves, and at critical geometric points.
- Street Lights – Stake locations for proposed street lighting.
- Utility References – Stake easement boundaries for which private, 3rd party utilities are to locate within. Stake proposed finish grades along utility corridors for proposed utilities to install prior to paving.

SWPPP Inspections

No distinction between construction projects is necessary for this task.

- 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 a period of 15 months, during which inspections will be conducted.

Special Inspections / Testing

- 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:
 - Estimated at 1 trip per day during placement of structural fill. A total of 20 site visits anticipated.
- 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:

Phase 1B

- 1 trip for field density testing (approximately 400 LF storm sewer)
- 3 trips for field density testing (approximately 300 LF sanitary sewer)
- bulk samples of material to be used as backfill for laboratory Proctor, Atterberg Limits, and P-200 testing were accounted for in the Mass Grading/Demolition Scope and Fee

LVCC Infrastructure

- 37 trips for field density testing (approximately 4400 LF storm sewer)
- 10 trips for field density testing (approximately 3700 LF sanitary sewer)

- Pavement Subgrades: Olsson will observe subgrade preparation and perform compaction tests and proof rolls prior to pavement placement. Olsson has estimated the following:

Phase 1B

- 1 Site visits per paving pour
 - Estimated 5 concrete placements

LVCC Infrastructure

- 1 Site visits per paving pour
 - Estimated 15 concrete placements

- 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:

Phase 1B

- 150 CY per concrete placement- estimates 6 placements total
- 9 Sets of 4-(6"x12") Compressive Strength Specimens for concrete pavement
- Concrete Thickness – 1 core per 5500 square feet of pavement (12 Cores Total)
 - 6 cores per trip

LVCC Infrastructure

- 250 CY per concrete placement- estimates 23 placements total
- 37 Sets of 4-(6"x12") Compressive Strength Specimens for concrete pavement
- Concrete Thickness – 1 core per 5500 square feet of pavement (31 Cores Total)

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.

Phase	Task Description	Original Fee Amount	Amendment #3 Fee Amount	Total	Fee Type
PHASE 1 INFRASTRUCTURE DESIGN					
200	Phase 1B Repackage and Coordination	\$	6,000.00	\$ 6,000.00	TMNTE
	City Centre Infrastructure Rebid Package	\$	7,500.00	\$ 7,500.00	TMNTE
	Sub-Total	\$	13,500.00	\$ 13,500.00	
PHASE 1 INFRASTRUCTURE REBID PACKAGE DOCUMENTS/BIDDING PROCESS					
210	Bidding Documents/Bidding Process	\$	3,000.00	\$ 3,000.00	TMNTE
	Sub-Total	\$	3,000.00	\$ 3,000.00	
PHASE 1 INFRASTRUCTURE PROJECT MANAGEMENT					
300	Project Management	\$	4,500.00	\$ 4,500.00	TMNTE
	Sub-Total	\$	4,500.00	\$ 4,500.00	
CONSTRUCTION SERVICES					
	City Centre Infrastructure Project				
	Construction Services Project Management	\$ -	\$ 16,800.00	\$ 16,800.00	TMNTE
	Design Revisions	\$ -	\$ 15,000.00	\$ 15,000.00	TMNTE
	On-Site Construction Administration	\$ 28,000.00	\$ 8,750.00	\$ 36,750.00	TMNTE
	On-Site Construction Observation	\$ 90,000.00	\$ (1,725.00)	\$ 88,275.00	TMNTE
	Construction Staking	\$ 52,000.00	\$ (4,000.00)	\$ 48,000.00	TMNTE
	SWPPP Inspections	\$ 12,000.00	\$ (4,800.00)	\$ 7,200.00	TMNTE
	Special Inspections / Testing	\$ 35,000.00	\$ (7,500.00)	\$ 27,500.00	TMNTE
	Sub-Total	\$ 217,000.00	\$ 22,525.00	\$ 239,525.00	
	Phase 1B Project				
	Construction Services Project Management	\$ -	\$ 9,500.00	\$ 9,500.00	TMNTE
	Design Revisions	\$ -	\$ 5,000.00	\$ 5,000.00	TMNTE
	On-Site Construction Administration	\$ -	\$ 14,700.00	\$ 14,700.00	TMNTE
	On-Site Construction Observation	\$ -	\$ 32,250.00	\$ 32,250.00	TMNTE
	Construction Staking	\$ -	\$ 10,500.00	\$ 10,500.00	TMNTE
	SWPPP Inspections	\$ -	\$ 4,800.00	\$ 4,800.00	TMNTE
	Special Inspections / Testing	\$ -	\$ 5,800.00	\$ 5,800.00	TMNTE
	Sub-Total	\$ -	\$ 82,550.00	\$ 82,550.00	
	Construction Services Sub-Totals	\$ 217,000.00	\$ 105,075.00	\$ 322,075.00	
	Amendment #3 Total		\$ 126,075.00		
	Original Contract Total		\$ 438,000.00		
	Amendment #1 Total		\$ 183,000.00		
	Amendment #2 Total		\$ 62,300.00		
TOTAL CONTRACT			\$ 799,375.00		

COMPENSATION

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 Rebid submittal, and may extend beyond into construction.

Final Rebid Documents -	09/18/2017
ReBid Bid Opening -	10/18/2017
Phase 1B Construction NTP -	09/21/2017
CC Infrastructure Construction NTP -	04/02/2018

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 #3 will be provided on a time and expense basis not to exceed \$126,075.

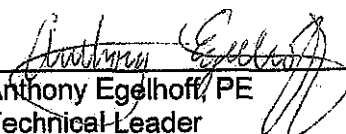
TERMS AND CONDITIONS OF SERVICE

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